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Current Topics.

The Restricted Occupations Order.

WE HAVE fortunately no new Defence of the Realm Restrictions to print this week, but there is the Restricted Occupations Order, which we give on another page, and which has been made by the Minister of Munitions purporting to act under Regulation 8A of the Defence of the Realm Regulations. That is a regulation which empowers the Minister of Munitions to restrict the carrying on of any work in any "factory, workshop, or other premises, or the engagement or employment of any workmen therein," with a view to maintaining and increasing the production of munitions in "other factories, workshops or premises." The word "premises" is of course a general term, but it seems to indicate premises similar to factories and workshops where industrial manufactures are carried on, and its extension to other occupations, such as house-painting and decorating, and to shop assistants, and domestic servants, indoor and outdoor, seems to be beyond the scope of the regulation, and is probably beyond the intention of the authorities when it was drafted. But the Order seems to be only experimental, and, like the whole scheme of national service, must still be regarded as in the embryonic stage. It is of course doubtful whether in practice the scheme can develop such utility as to outweigh the increasing loss—and, we imagine, inefficiency—arising from official interference in business matters.

A League of Nations.

WE NOTICED recently (*ante*, p. 180) the interesting article on "The Lawyer's Place in the Modern State," contributed by Sir JOHN MACDONELL to the January number of the *Nineteenth Century*, an article which was also brought to the notice of the profession by the president of the Law Society at the special meeting of the Society held on 26th January. But Master MACDONELL is interested in international law as well as in the practice and procedure—and, we may add, the statistics—of our own municipal law, and an important article from his pen on "Armed Pacifism" appears in the current *Contemporary Review*. Its object is to examine into the

practicability of the various schemes for attaining international peace which the present war has brought to the front, and which, in some shape or other, are advocated by the leading statesmen of Great Britain and America, and, perhaps we may add, Germany. "This idea [of a League of Nations]," says Master MACDONELL, "has everywhere made remarkable progress. Mr. ASQUITH, Mr. BALFOUR, Lord GREY, Lord BRYCE, and the German Chancellor are agreed as to the principle." And in America the scheme has Mr. TAFT for its chief promoter. But the main practical question, and the one which Master MACDONELL discusses, is to what extent the League should have the backing of arms. Having regard to the questions which would come before an International Tribunal, and the profound division of opinion which they would be likely to cause, he is not unnaturally pessimistic as to the effect of a League based on force, if the force is to be on the present—or we had better say, pre-war—scale of armaments. On such terms the League would not bring peace, but a sword. The only remedy in his view likely to be efficacious is simultaneous real disarmament all round—"for disarmament by one or two Powers might be madness." And he adds:—

Only when nations generally are not ready for war will peace be secure; real disarmament will be the first visible sign of permanent peace; and any project which would bar the way to or retard disarmament, or which would have the effect of shackling the new system with the old evil, stands condemned.

The object at which Sir JOHN MACDONELL aims is beyond praise, but the possibility of its attainment depends on a course of events which no one can predict; and not least upon the present war being ended before the ruin of Europe is complete. That is a matter for the conscience of all peoples and their leaders.

The Draft New R.S.C.

WE PRINT elsewhere the draft R.S.C. to which we referred a fortnight ago (*ante*, p. 277). Shortly stated, their effect is to strike out rules that have become obsolete, and to redraft other rules where this is required to secure clearness and consistency, or to bring them into harmony with present practice. But no substantial alteration appears to be made. The following are instances of rules which have become obsolete and are now struck out: Ord. 2 (Writ of Summons, &c.), r. 6, which abolished summary procedure in the High Court under the Bills of Exchange Act, 1855; that Act was repealed by the Bills of Exchange Act, 1883. Ord. 18A (Trial without Pleadings); such trial can now be directed under Ord. 30, and Ord. 18A goes; but, apparently by an oversight, the references to it in Ord. 30 have been allowed to stand. In Ord. 31 (Discovery and Inspection), r. 7, which relates to setting aside interrogatories, is obsolete, since the interrogatories themselves are subject to the approval of the Court or a judge; and in the same Ord., rule 25, dealing with security for costs of discovery, is useless, since the matter is covered somewhat differently by rule 26. In Ord. 36 (Trial), rules 29A and 29B, relating to trials at the Guildhall, are obsolete, since trials there have ceased. Ord. 42 (Execution), r. 25, provides for committal under the Debtors Act, 1869; but this jurisdiction is now vested in the judge in bankruptcy. Similarly Ord. 54 (Applications, &c., in Chambers), r. 1A, which used to regulate the procedure on application for the appointment of an arbitrator in Workmen's Compensation cases, is obsolete; the appointment is now made by the county court. And in the same Ord., rules 13-19 and 25-28, which governed the distribution of work among the masters in the King's Bench Division where their number was more than six, are no longer required. These examples will shew the nature of the simplification effected by draft rule 1, which is confined to the annulment of rules.

Redrafting of Rules as to Mode of Trial.

BUT BESIDE the mere annulment of rules, a number are annulled only for the purpose of redrafting. These are enumerated in draft rule 2, and then there follow the new

rules which are to be substituted for them. In some cases a change is merely consequential on another change. Thus, in Ord. 5 (Issue of Writs), r. 6, the reference to Ord. 54 is struck out in consequence of the annulment of rules 13-19 in that Order referred to above. In others, a rule has been redrafted so as to bring it into line with present practice. Thus Ord. 12 (Appearance), r. 5, requires an application to set aside service to be made by motion. But in the K. B. D. it is always made by summons, and the rule is altered so as to recognize this. And in at least one case a mere error in the original rule is rectified. Thus in Ord. 21 (Defence and Counterclaim), r. 12, the words "not a defendant to the action" are a mistake for "not already a party to the action" (see Annual Practice, 1917, p. 380), and the correction is now made. The only place in which, so far as we notice, a more ambitious plan has been adopted, and a whole set of rules redrafted, is in Ord. 36 (Trial). The contradictions of the existing rules as to mode of trial were pointed out last year by Master T. WILLES CHITTY in these columns (60 SOLICITORS' JOURNAL, p. 491), and after referring to certain of the rules in this Order and to the general power of the master on the summons for direction under Ord. 30, he said: "Now these rules are obviously inconsistent, and it would puzzle the student or the intelligent foreigner who endeavoured to study our procedure to understand what was meant; and even to the experienced practitioner it is still not clear how far the overruled and now apparently obsolete, but still standing rules survive so as to give a right to a trial by jury." Nor does the confusion stop at Ord. 36, for in Ord. 44 (Applications, &c., in Chambers), r. 32 (amended in 1909) requires that the mode of trial shall be fixed on the summons for directions. It is not clear how this affects the rules as to mode of trial in Order 36, and moreover, according to *Kelsey v. Doune* (1912, 2 K. B. 482), the mode thus fixed cannot be altered without an appeal from the original order. Ord. 54, r. 32, is now shifted to its proper place as Ord. 36, r. 1, and it has been altered so as to make it clear that the mode of trial originally fixed can be varied on application for that purpose "without any appeal from the former direction." The curious in matters of draftsmanship will no doubt peruse with interest the draft rules 1-10 of Ord. 36 to ascertain whether the difficulties to which Master WILLES CHITTY called attention have in fact been removed.

The New County Court Rules.

WE PRINT elsewhere a somewhat lengthy set of new County Court Rules. Most of them are concerned with matters of detail. Thus rule 1 adds a paragraph to Ord. 2, r. 31, providing that a default summons which cannot be served by reason of some inaccuracy in the description of the defendant, or of his having changed his address, shall be returned by the high bailiff for amendment pursuant to Ord. 7, r. 30A; this latter rule being also amended so as to include the case of the defendant's removal. Rules 2 to 6 amend and replace Ord. 2, rr. 34-36, with amendments bringing the rules into conformity with certain rules as to execution and bankruptcy—Ord. 25, r. 23A, 38, and 48C; Bankruptcy Act, 1914, s. 41; and the new Bankruptcy Rule, 1916 (15 Sept., 1916, r. 323A). Rule 7 alters Ord. 5, r. 16, so as to facilitate recovery of costs from the next friend of an infant. Rule 8 amends Ord. 7, r. 12, as to acceptance of service by a solicitor, by adapting it to cases in which an ordinary summons may be served otherwise than by a bailiff: see Ord. 7, r. 29A; Ord. 22A, r. 3; Ord. 26, r. 3. Rules 9 and 11 provide forms of indorsement and affidavits of service of summonses in actions against firms. Rule 12 varies Ord. 9, r. 12, and, in cases where money is paid out of court to parties out of the district, dispenses with the necessity of sending it by registered post. Rule 13 adds a paragraph to Ord. 23, r. 10, with a view to preventing certificates of judgments being obtained for improper purposes. Rule 14 amends Ord. 25, r. 23B, and gives more explicit directions as to how money paid under an execution, but paid into court instead of to the high bailiff,

is to be dealt with. Rule 16 supplements section 156 of the County Courts Act, 1887, by providing for security for costs where a claimant to goods taken in execution does not reside in England or Wales: see *Attenborough v. St. Katharine's Dock Co.* (3 C. P. D., pp. 454, 455). Rules 17 and 19 deal with the execution of warrants in a foreign district, and the transmission of proceeds of warrants from such districts. And rule 20 provides for allowances on the professional scale being given to accountants attending as witnesses if they are members of a recognized society.

Garnishee Orders and Damages in Interpleader.

THE ONLY two new county court rules of special interest appear to be rules 15 and 19. It appears from the explanatory memorandum issued with the rules that a question has arisen on the words in ord. 26, r. 1, which require the affidavit, which has to be filed before issuing a garnishee summons, to state that the garnishee is, in respect of the debt due from him to the judgment debtor, "within the jurisdiction of the court, and could be or has been sued therein." But if the debt alleged to be due from the garnishee to the judgment debtor exceeds £100, he cannot be sued for it in the county court, and on the rule as it stands it would seem that in such a case the judgment creditor cannot take garnishee proceedings in the county court, but must remove his judgment to the High Court and issue a garnishee summons there. Accordingly, rule 15 amends the existing rule by providing, in effect, that the judgment debt and costs shall be satisfied out of the debt due from the garnishee to the judgment debtor, notwithstanding that it exceeds the county court limit. And rule 19 amends ord. 33, r. 11, under which no claim for damages can be allowed in an interpleading proceeding transferred from the High Court to the county court. The validity of this rule was questioned in *Salstein v. Isaacs* (1916, 1 K. B. 1), but it was held to be not *ultra vires*. The memorandum points out, however, that there seems to be no sufficient reason why remitted interpleaders should be dealt with in a different manner from county court interpleaders, and it is now provided that, subject to any directions to the contrary which may be contained in the order transferring the proceeding, damages may be claimed against the execution creditor in a remitted interpleader in the same manner as in an interpleader proceeding commenced in the county court.

War Assistance between Solicitors and the Registration of Business Names Act.

A LETTER from "Subscriber," which we print elsewhere, raises a question on the Registration of Business Names Act, which perhaps has occurred also to other solicitors who in the present crisis are carrying on the businesses of brother practitioners in addition to their own. To take first the case of solicitor A, who carries on business in his own name, and who, on joining the Forces, arranges for it to be carried on by solicitor B in B's own office. A, of course, would not require registration under section 1, and the question is whether B requires to register under section 2 as "an individual . . . having a place of business within the United Kingdom" who "carries on the business wholly or mainly as nominee or trustee of or for another person." The reference to "a place of business" seems to shew that "the business" must be construed singly, and not, as our correspondent suggests, distributively, and in most cases the necessity for registration would be ruled out by the words "wholly or mainly." Certainly B does not carry on business wholly as trustee for A, and it may be assumed that he does not do so mainly. If A's practice was large compared with B's, we suppose the natural course would be for B to go into A's office and carry on practically as manager for A. This, however, opens the door to many varying cases, and probably the sounder view is that the words "wholly or mainly" must be construed, not only in respect of the quantity of business for the time being, but in

respect of the object and duration of the arrangement. It is an arrangement merely temporary to tide over the exigencies of the time, and we do not think the Act extends to such a case at all. But the case put by "Subscriber" is not quite so simple. In his case solicitor A has not been carrying on business in his own name, but in a firm name, and if he continued to do so he would require to be registered under section 1. It follows, however, from the view we have just stated—namely, that the arrangement for assistance is merely temporary, and not within the Act—that the same procedure should be adopted as though A were still himself carrying on business, and hence B ought to take steps to have A's firm name registered under section 2. The reason for this may not be obvious if B carries on A's business in his own name and on his own letter-paper, &c. Probably, however, he would, to some extent at any rate, if not altogether, use the name of A's firm, and then, of course, that firm name should be registered. But, as we have said, the varying circumstances of different cases may cause perplexity, especially if too literal a construction is given to section 2. The difficulty disappears if, as we suggest, the Act is treated as applying only to solicitor A—so as, that is, to require his firm name (if he has one) to be registered—and not at all to solicitor B, who merely acts for A temporarily and with a view to meeting the present emergency.

General Agents and Registration of Business Names Act.

ANOTHER QUESTION on section 2 of the same Act is raised in a letter from Mr. BRIGNALL, which we print elsewhere. That section extends to the case of a "general agent" in this country for a foreign firm. The foreign firm to which he refers is that of Mr. Ford, equally well known for standardized motor-cars and pacifist views, and the question is whether the individuals and companies who are agents here for the sale of the motor-cars are liable to registration under section 2. The reply, if it was within our province to give it—and the matter comes too near to a concrete case to be quite within that province—would depend on the particular arrangements between these dealers and the American company, and as to these we have no knowledge. But we gather from Mr. BRIGNALL's letter that they are really only sub-agents, and that there are superior agents under whom they work, and to whom any question arising in this country must be referred. The Act does not define the term "general agent," and therefore its meaning has to be taken from the relevant judicial authorities—that is, from the two cases of *Smith v. McGuire* (3 H. & N. 554) and *Brady v. Todd* (9 C. B. N. S. 692), and the effect seems to be that a general agent is an agent who has authority to act generally for his principal in matters arising out of a particular business; a special agent is one who has authority to act for some special occasion not arising out of his business: see *Bowstead on Agency*, 4th ed., pp. 3, 4; *Laws of England*, Vol. I., p. 152. Moreover, no multiplication of acts of a special agent can convert a special into a general agent (*Barrett v. Irvine*, 1907, 2 I. R. 462, a case well worth reading for the witty and vivacious judgment of the late Lord O'BRIEN). As we have said, we are not in a position to pronounce on the particular question put by our correspondent, but the cases do not appear to recognize a sub-agent, and we should rather imagine that, where a trader sells one or more cars of a particular make, under the directions of superior agents, he is only a special agent. But that view must be taken for what it is worth. We observe that the question of the meaning of "general agent" has been discussed by the "Legal Correspondent" who is expounding the Act in the *Times Trade Supplement* (see the number for the current month), and he says that the term should be taken to mean an agent having the general and unqualified authority of his foreign principal as opposed to one possessing merely a special and qualified authority. This would rule out sub-agents who have to take instructions from a superior agent in this country, but we are not sure that the authorities support the definition.

Privilege in an Action for Libel Against Traders.

A RECENT WAR of advertisements between the Dunlop Rubber Co. (Limited) and the Michelin Tyre Co. (Limited) gave rise to an action for libel brought by the Dunlop Co. against the Michelin Co. for damages in respect of some of the latter company's advertisements, and the Michelin Co. counterclaimed for damages in respect of some of the Dunlop Co.'s advertisements. It was not alleged by either company that their goods had been slandered, or that they had sustained any special damage; the real point being whether the advertisements were imputations on character. The jury found a verdict for the plaintiffs for £1,000 on the claim and for the defendants for £750 on the counterclaim. The real point of interest in the case was that the defendants contended that their advertisements were privileged as answers to the attacks made on them by the plaintiffs' advertisements. AVORV, J., who tried the action, left the question of privilege to the jury, telling them that, if the plaintiffs' advertisements contained attacks on the defendants' character, the latter were entitled to retort in a manner which was reasonably necessary for the protection of their own interests; but if they were actuated by other motives than the protection of their interests, they could not avail themselves of the defence of privilege. In answer to questions put to them by the Judge the jury found that the defendants said more in their advertisements than was reasonably necessary to protect their own interests, but that they were not actuated by any indirect motive other than the mere desire to protect such interests. In view of the jury, therefore, the defence of privilege failed.

The late Sir Henry Johnson.

WE regret to record the death, on the 1st inst., of Sir HENRY JOHNSON, the senior partner in the firm of Messrs. WALTONS & Co., and President of the Law Society in 1910-11. Sir HENRY, who was at business till quite recently, died from pneumonia at his residence, 55, Sloane-gardens, S.W.

The late Sir HENRY JAMES JOHNSON was born in 1851, and was the son of Mr. MANUEL JOHN JOHNSON, Radcliffe Observer, Oxford, and CAROLINE, daughter of Dr. J. A. OGLE, Regius Professor of Medicine, Oxford. He was educated at Winchester and Trinity College, Oxford, of which University he was an M.A. He was at first engaged in commercial life in the North of England, and on deciding to enter the legal profession he was articled to the firm of GODDEN, HOLMES, & Co., and was admitted in 1879. Soon afterwards—in 1884—he joined the firm of WALTONS & Co., who, as is well known, occupy a leading position as shipping solicitors, and have been solicitors to LLOYD'S for some 60 years. The practice of the firm gave fitting scope for his great business abilities, and he acquired and maintained until his death the confidence and esteem of shipping circles in the City of London.

In 1898 Sir HENRY was elected to the Council of the Law Society, and both before and after his Presidential year he took an active part in its work. Up to his death he was serving on the Discipline and Legal Procedure Committees, and his work in the interests of the profession in Chancery-lane was as fully appreciated by the other members of the Council as was his ordinary work by his clients in the city. It was during his year of office as President that he received the Coronation honour of knighthood.

In his business life Sir HENRY JOHNSON set before himself the highest principles of the profession, and consistently acted up to them, and everyone who dealt with him knew that he was dealing with the most upright of solicitors. To those who had to work with him in the office he was eminently helpful and considerate.

Genial in manner, with a keen sense of humour, and attractive in conversation, he won numerous friends, and his loss will be deeply felt both in business and in professional circles. No one could maintain the position he held without being

engrossed in legal work, but Sir HENRY was also a keen naturalist and a man of considerable literary culture, and he took much interest in engravings. He was a member of the Senate of the University of London. He leaves a widow and two sons, the elder of whom is in Ceylon, and the younger, Lt. BASIL JOHNSON, is serving in France with His Majesty's Forces.

The funeral took place on the 5th inst. at Brookwood Cemetery, the first part of the service being held at Holy Trinity Church, Sloane-street. Among the members of the congregation were Mr. H. DE H. WHATTON, Mr. C. F. WALTON and Mr. H. G. HOWE, three of Sir HENRY's partners; Mr. WILLIAM WALTON, Mr. C. I. DE ROUEMONT, Deputy Chairman of LLOYD'S (who also represented Sir RAYMOND BECK, the Chairman), Lord Justice PICKFORD, Sir DOUGLAS OWEN, and several members of the staff of WALTONS & Co. The following members of the Council of the Incorporated Law Society were also present:—Mr. THOMAS EGGAR (President), Mr. SAMUEL GARRETT (Vice-President), Mr. R. S. TAYLOR, Mr. J. J. D. BOTTERELL, Mr. H. GIBSON, Mr. R. M. WELSFORD, Mr. A. DAVENPORT, Mr. J. W. BUDD and Mr. R. C. NESBITT, together with the Secretary, Mr. E. R. COOK.

The Military Service Acts.**VI.—CERTIFICATES OF EXEMPTION (continued).****B. DECISIONS ON GROUNDS OF EXEMPTIONS (continued).**

(4) *Exemption Claimed on Ground of Conscientious Objection.*—There are a very large number of decisions on this point, and we can only select a few in which general principles of an important kind were enumerated:—

Case 1.—Unattested man. Age 25. Application on grounds of a conscientious objection. Has become a Quaker since the outbreak of war. Evidence was produced of conscientious objection to military service before the war. Also claimed that, being a mathematical master in a secondary school, he was already engaged in work of national importance. The Tribunal were convinced of the sincerity of his conscientious objection to all forms of military service. The Central Tribunal decided as follows:—"The Tribunal grant exemption from combatant service only, subject to the proviso that if, within 21 days after notice of this decision he joins the ambulance or Red Cross Corps of the Society of Friends for ambulance work, or undertakes other ambulance work which is under recognized control and approved by the Central Tribunal, he shall be exempt from non-combatant service so long as he continues to act in one of the said capacities to the satisfaction of the persons in control thereof. The work proposed to be reported to the Central Tribunal for approval. Power is reserved to the Central Tribunal to extend the period of 21 days or to vary this order if the appellant establishes to their satisfaction that he has done his best but has failed to comply with the proviso."

On this case the Central Tribunal also gave decisions with respect to two specific questions raised by the Appeal Tribunal, viz.:—(a) That they do not consider that a member of the Society of Friends is entitled as of right to absolute exemption; and (b) that it does not appear to them that the teaching of mathematics in a secondary school is of itself a work of national importance at this time which would justify exemption.

Case 2.—Unattested man. Age 22. Application on grounds of a conscientious objection. The man is an engine tender and boiler stoker (laundry). He is a Christadelphian, and joined that body before the war. He stated that he would be prepared to undertake services of a non-combatant nature provided that he were not placed under military control. The Appeal Tribunal had decided that the man be exempted from military service on the condition that he be engaged in work which, in the opinion of that Tribunal, was work of national importance. The creed of this man's "ecclesia," or church, forbids his taking the military oath or doing any work under military control. Some Christadelphians are engaged on munitions work, but the appellant objects on conscientious grounds to such work. The Central Tribunal, being satisfied of the genuineness of the conscientious objection to all forms of military service, decided as follows:—"The Tribunal having satisfied themselves that the appellant is a bona fide Christadelphian, who joined that body before the outbreak of war, and that the basis of faith common to Christadelphians forbids them to take service under military authority, grant him exemption from combatant service only, subject to the proviso that if within 21 days he undertakes work which, not being under military control, is nevertheless useful for the prosecution of the war, under conditions approved by the Tribunal, he shall be exempt

from non-combatant service so long as he continues to carry out such work under such conditions. The work proposed to be reported to the Tribunal for approval. Power is reserved to the Tribunal to extend the period of 21 days, or to vary this order, if the appellant establishes to their satisfaction that he has done his best but has failed to comply with the proviso."

Case 15.—Unattested man. Age 23. Teacher. A Baptist. Member of the Independent Labour Party and No-Conscription Fellowship. Application on grounds of a conscientious objection. His views had lost him his post as an elementary school teacher. The Local Tribunal granted exemption from combatant service only. The applicant appealed. The Appeal Tribunal dismissed the appeal. The Central Tribunal, on the applicant's further appeal, decided as follows:—"The Tribunal grant exemption from combatant service only, subject to the proviso that if within 21 days after the notice of this decision he engaged under the Friends' Ambulance Unit in such one of the following occupations as may be selected by the said unit, namely:—(a) ambulance, Red Cross, sanitary or hospital service, or (b) one of the trades or industries of immediate national utility approved by the Board of Trade, or (c) work in connection with docks or similar transport work of national importance, he shall be exempt from non-combatant service so long as he continues to act in one of the said capacities to the satisfaction of the persons in control of the Friends' Ambulance Unit. Power is reserved to the Central Tribunal to extend the period of 21 days, or to vary this order, if the appellant establishes to their satisfaction that he has done his best but has failed to comply with the proviso."

Case 55.—Moral Grounds.—The Central Tribunal have had before them a number of appeals by persons alleging conscientious objection to military service not based on any religious ground. These persons are in most cases members of some socialist organization. The cases differ. In some the objection is based on opposition to the present war, in others on disapproval of the present organization of society, which the man considers not worthy of defence, though he would fight in defence of a State organized in a way which he approves. These opinions, however genuinely and strongly held, do not in the view of the Central Tribunal constitute conscientious objection within the meaning of the Military Service Acts. In the majority of the remaining cases the Central Tribunal are satisfied that the appellants have a genuine belief that the taking of human life in any circumstances is morally wrong, and the Central Tribunal hold that such an objection is properly met by exemption from combatant service. In some of these last cases the appellant has proved a genuine settled conscientious objection, not only to the actual taking of life, but to everything which is designed directly to assist in the prosecution of the war. Such cases, where established, entitle the appellant, in the opinion of the Central Tribunal, to exemption from all forms of military service upon conditions as to performing work of national importance the terms of which will be found in cases decided by the Central Tribunal. The Central Tribunal have carefully considered such authorized publications of socialist organizations as have been laid before them. On the material so far available they do not find that membership of any such organization is in itself evidence of a conscientious objection to military service. The Central Tribunal regard the age of the man alleging conscientious objection as an important factor in the consideration of the question whether his objection is so deliberate and settled as to entitle him to exemption or to the widest form of exemption.

VII.—MILITARY TRIBUNALS.

WE have now discussed at some length the position of exempted men and the character of the certificates granted them. There remains for consideration the new judicial system created by the Statutes for the purpose of granting these certificates. It will be necessary to describe briefly the constitution of these Tribunals, and then deal with their powers and the rules of procedure laid down for them in the Statutory Regulations by which they are governed.

The Military Tribunals fall into five quite distinct classes, namely: A. Local Tribunals; B. Appeal Tribunals; C. The Central Tribunal; D. Government Departments; and E. Professional Committees. It should be noted that all of these various bodies are at one and the same time (1) statutory bodies granting statutory certificates to unattested men, and (2) non-statutory bodies acting as the agents of the War Office in granting non-statutory certificates to attested men. In the former capacity they are judicial bodies, and must act judicially; if they act otherwise and break any essential principle of natural justice, the King's Bench Division will issue whatever prerogative writ is applicable for restraining such breach of legal rights. In their latter capacity they are non-judicial bodies, and the Courts cannot interfere with the exercise of their discretion by the Tribunals. In practice,

hitherto only the Local, Appeal, and Central Tribunals have been controlled by the Courts in the exercise of their statutory powers; neither Government Departments nor Professional Committees have been the respondents to prerogative writs, no doubt because the discretion conferred on the latter two classes of Tribunals is practically arbitrary and unfettered. They are not hampered by imperative obligations to grant certificates, or by rules of procedure in dealing with certificates, to the same extent as the Local Tribunals.

Subject to the foregoing qualifications about Government Departments and Professional Committees, it would seem that the statutory Tribunals when acting as such—i.e., when dealing with unattested men—are subject to three rather different kinds of control:—

(1) *Cabinet Control.*—His Majesty by Order in Council makes Regulations respecting (a) the constitution, (b) the functions, and (c) the procedure of the Local, Appeal, and Central Tribunals (first Military Service Act, Second Schedule, par. 5). Such Regulations have been made and from time to time revised. Those at present in force are the Statutory Rules and Orders, 1916, No. 342 [R. 85], dated 1st June, 1916.

(2) *Departmental Control.*—In addition there are three other ways in which the Tribunals are subject to Executive control. Under section 2 of the first Act any Government Department recognized as such by the Treasury can issue a list of "Certified Occupations," after consultation with the Army Council. In fact the various Departments have combined to issue a common list which is forwarded to the Tribunals by the Local Government Board, and which constantly undergoes revision. At one time the Board of Trade issued and revised this list; then the short-lived Man-Power Board took over that function; now the Director of National Service discharges the duty. In the second place, the Local Government Board in England and the Secretary of State in Scotland issue advice to the Tribunals in the shape of "Instructions." The power so to do seems to turn on the existence of "a difficulty . . . in relation to the operation of this Act with respect to Local Tribunals," which gives the Board a right to "make any appointment and do anything which seems to them necessary or expedient for the establishment of those Tribunals or for securing the full operation of this Act with respect to those Tribunals" (first Military Service Act, Second Schedule, par. 6). The only practical sanction which the Board possesses to secure obedience to these "Instructions" is derived from its power to increase the membership of or alter the Regulations controlling Tribunals. Lastly, the Army Council issue "Instructions," but except in the case of attested men these appear to have no legal effect and to be without any enforceable legal sanction.

(3) *Judicial Control.*—With respect to the judiciary, the Tribunals are in substantially the same position as other inferior Courts, e.g., the Ecclesiastical Courts, Summary Jurisdiction Courts, or Building Tribunals. In other words, the Courts will not interfere with them in the exercise of their discretion, but the prerogative writs will issue from the King's Bench to secure performance of statutory duties or check illegal abuse of powers. *Mandamus* will lie to a Tribunal which refuses to hear and determine any application authorized by the Statutes and the Regulations; *prohibition* will check the issue of unauthorized certificates; *quo warranto* will dissolve a Tribunal illegally constituted; and *certiorari* will quash an order or certificate which is on the face of it illegal or *ultra vires*. When a Tribunal refuses to proceed with applications at all, pending a dispute with the Military Representative or some Government Department, and adjourns *sine die*, there are three ways of dealing with it. Either an appeal against adjourned hearings may be taken to the Tribunal next above the recalcitrant body, or a writ of *mandamus* to hear and determine may be obtained in the King's Bench, or the Local Government Board may step in, allege the existence of a "difficulty" in the operation of the Acts, and reconstitute the Tribunal. But hitherto, we

believe, none of these remedies have been used, negotiations and compromise being relied on—which are probably rendered effective by the existence of these powers of control in the background ready to be used if necessary.

We will now proceed to indicate very shortly the chief features in the Constitution and Regulation of each of the five kinds of bodies mentioned, details as to "power" and "procedure" being the subject of subsequent articles.

(A.) *Local Tribunals*.—There is a Local Tribunal for each Registration District constituted under the National Registration Act of 1915, *i.e.*, for each borough, metropolitan borough, urban district, and rural district. Its members (subject to the wide general powers of interference possessed by the Local Government Board in the event of a "difficulty" arising) are appointed by the Local Registration Authority, *i.e.*, the Council of the borough, &c. They consist of not less than five and not more than twenty-five members. A person aggrieved by any decision of the Local Tribunal can appeal to the Appeal Tribunal. The first seven Regulations of Section II. in the Military Regulations (above referred to), which govern both Local and Appeal Tribunals, provide for: (i) Election of a Chairman; (ii) Action through Committees which must contain adequate labour representation; (iii) A quorum of not less than three members; (iv) Hearing "in public" of all applications, except when (a) the decision is being considered, or (b) there are special reasons in the interests of any person concerned for hearing it in private; (v) Majority decisions, but no member to vote when he is personally interested in an application; (vi) Chairman's casting vote; and (vii) the Forms to be used are those prescribed by the Local Government Board; this applies to "Notices, Applications, Certificates," and any other necessary "Documents or Forms."

(B.) *Appeal Tribunals*.—From the Local Tribunal of each Registration District an appeal lies as of right to the Appeal Tribunal of a larger area into which that district is grouped with others. These larger areas consist either of counties or of combinations of counties. Part II. of the Military Service Regulations deals with Appeal Tribunals. Section 1 (1) of that Part applies to the case of Appeal Tribunals the Regulations 1-7, governing Local Tribunals. They are applied with the substitution of "Appeal Tribunal" for "Local Tribunal," of "appeal" for "application," and of "appellant" for "applicant." The remainder of Part II., so far as it concerns Appeal Tribunals, is concerned with matters of procedure, not of Constitution, and will be summarized in later articles.

(To be continued.)

Reviews.

The Annual County Courts Practice.

THE ANNUAL COUNTY COURTS PRACTICE, 1917. Edited by His Honour Judge RUEGG, K.C. WITH SPECIAL CHAPTERS ON EMPLOYERS' LIABILITY AND WORKMEN'S COMPENSATION, by GILBERT STONE, B.A., LL.B., Barrister-at-Law; ON COSTS AND COURT FEES, by W. H. WHITELOCK, B.A., and ARTHUR L. LOWE, M.A., Registrars of the Birmingham County Court; and ON ADMIRALTY AND MERCHANT SHIPPING, by H. H. SANDERSON, Solicitor, of Hull. Sweet & Maxwell (Limited); Stevens & Son (Limited).

The new rules which we print elsewhere have unfortunately come too late to be incorporated in the new Annual Practice, and therefore they should at once be noted up or a copy of the rules kept at hand for use with it. But it is the fate of the editors of law books to have surprises of this kind sprung upon them—in the way of new statutes or rules or judicial decisions—and no sooner has the book been carefully brought up to date than some alteration has to be remembered and allowed for. So far as the present volume is concerned, the chief changes to be noticed are in connection with Emergency Legislation. There has been the Increase of Rent, &c., Act, which was passed in December, 1915, too late for inclusion in last year's edition, and the two Courts (Emergency Powers) Amendment Acts of last year, the first conferring special privileges on

officers and men of His Majesty's Forces, and giving County Courts power to determine leases to them; and the second making important amendments in the principal Act, notably so as to bar the appointment of receivers by mortgages and the commencement of foreclosure actions without the leave of the Court; and last August Consolidated County Courts Emergency Powers Rules were made. All this, and other matters relating to Emergency Legislation for County Courts, is very conveniently collected, and the system of denoting the subjects of different parts of the volume on the edging enables the practitioner to turn to it at once. In other respects, such as Workmen's Compensation and the statutes conferring special jurisdiction on the County Courts, the work remains a very full and reliable guide to the practice.

Books of the Week.

Criminal Law.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, December 11th and 18th, 1916; January 15th, 22nd, and 29th; February 5th and 6th, 1917. Edited by Herman Cohen, Barrister-at-Law. Vol. 12, part 9. Stevens & Haynes. 4s. net.

Criminal Law.—A History of Continental Criminal Law. By CARL LUDWIG VON BAR and others. Translated by THOMAS S. BELL, of the Los Angeles Bar, and others. With an Editorial Preface by JOHN H. WIGMORE, Professor of Law in Northwestern University, and Introduction by WILLIAM RENWICK RIDDELL, Judge of the High Court of Justice for Ontario, and by EDWIN R. KEEDY, Professor of Law in the University of Pennsylvania. John Murray. 16s. net.

International Law Notes.—A Monthly Bulletin of Matters of Interest to International Lawyers and Practitioners. February, 1917. Stevens & Sons (Limited). Sweet & Maxwell (Limited). 1s.

Correspondence.

The Registration of Business Names Act, 1916.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The Registration of Business Names Act, 1916, is raising several difficult questions. I should value your opinion whether the numerous individuals and companies who are agents for the sale of Ford motor cars in England are "general agents" for such company, and, as such, liable to registration under section 2. It seems to me that they are not, the general agents of the company in question being those agents to whom all questions arising in this country are referred, but the point is not free from doubt.

WM. C. E. BRIGNALL.

14, High-street, Stevenage, Herts, March 3.

[See observations under "Current Topics."—ED. S.J.]

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I am carrying on the business of a solicitor in my own name.

I am also carrying on at my own office the business of another solicitor at the front who uses a firm name, but, in fact, practised alone.

I am, therefore, an "individual . . . carrying on [the] business [of another solicitor] wholly or mainly as nominee of or for another person," but "the" business I am carrying on is not wholly or mainly for that other person unless it is regarded distributively.

Regarded distributively, I am carrying on "the" business of another person and "the" business which is my own.

Am I within section 2 of the Act?

SUBSCRIBER.

Feb. 25.

[See observations under "Current Topics."—ED. S.J.]

In the House of Commons on the 1st inst. Lord R. Cecil, replying to Mr. Brookes, said:—For some months past no substantial quantity of goods imported into Scandinavia or Holland has, I believe, gone through to Germany, nor have there been any material overseas exports from Germany through those countries. Recently, as a result of negotiation with the neutral countries named, the export of their produce to Germany has been considerably diminished. As to results, it is difficult to be certain. But I think it is safe to say that there is now a serious shortage of foodstuffs and certain other vitally important materials in enemy countries.

CASES OF THE WEEK.

Court of Appeal.

PRICE v. GUEST, KEEN & NETTLEFOLD (LIM.). No. 1.
2nd, 6th and 8th February; 2nd March.

WORKMEN'S COMPENSATION—DEATH BY ACCIDENT—METHOD OF CALCULATING AMOUNT—CONTINUOUS EMPLOYMENT BY SAME EMPLOYER—STRIKE—VOLUNTARY ABSENCE FROM WORK—ILLNESS OR OTHER UNAVOIDABLE CAUSE—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), SCHEDULE I. (1) (A), 2 (C).

A workman employed in a colliery was killed in 1916 by accident arising out of and in the course of his employment. He had been in the employer's service for some years upon the terms of an agreement settled by a Conciliation Board representing masters and men, but was absent from work for one week in 1915, after the agreement previously in force had expired, during which week he and all his fellow workmen came out on strike, pending negotiations for a new agreement which was ultimately entered into, and provided increased wages.

Held, that for the purpose of calculating compensation, the workman had been continuously employed by the same employer for over three years preceding his death, and that his absence from work during the week's strike was due to a voluntary act, and not any unavoidable cause.

Jones v. Ocean Coal Co. (Limited) (1899, 2 Q. B. 124) distinguished.

Appeal by the employers from an award of the county court judge at Merthyr Tydfil, sitting as arbitrator under the Workmen's Compensation Act, 1906. The workman, Price, was killed by accident in one of the respondent company's collieries, on 10th March, 1916, and the only question raised was upon the mode of calculation of the compensation payable to his widow. Previously to 14th July, 1915, the workman had been continuously in the company's service for some years. He worked under the terms of the Conciliation Board agreement of April, 1910, which was duly terminated by three months' notice expiring 30th June, 1915. During the first fortnight of July, while negotiations were pending for a new agreement, the men continued at work, it was said, on "day by day" contracts, but on 14th July, in pursuance of a resolution of the miners' executive committee, all the miners employed underground, including Price, ceased work and came out on strike. Owing to the intervention of Mr. Lloyd George and Mr. Runciman, the strike was speedily settled, and on 22nd July work was resumed on a provisional agreement. On 2nd September, 1915, a new final agreement was entered into, increasing the rate of wages generally as from 15th July. The question to be decided was whether the compensation payable was the totality of earnings for the three years preceding the accident, which amounted to £259 4s., or whether the strike caused a complete break in the continuity of the employment, in which case the compensation would be ascertained by multiplying the average weekly wages earned since 22nd July by 156, which would come to over £300, the maximum compensation payable under the Act. The county court judge decided in favour of the latter contention, and made an award of £300. The employers appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., having stated the facts of the case, proceeded: Some points might be considered as settled by authority binding upon that Court. (1) Employment for three years by the same employer must be substantially continuous employment: *Jones v. Ocean Coal Co.* (1899, 2 Q. B. 124), a case under the 1897 Act, and *Greenwood v. Joseph Nall & Co. (Limited)* (1917, A. C. 1). (2) An employment might be continuous although wages were increased or diminished, and the conditions of service as to notice, &c., otherwise varied. There was no reason to doubt that Price's employment was continuous up to 14th July at least. (3) A contract of service was not terminated at common law by incapacity to work by reason of temporary illness: *Warburton v. Co-operative Wholesale Society* (61 SOLICITORS' JOURNAL, 145), following *Cuckson v. Stones* (1 ELL. & ELL. 245). (4) A contract of service was not terminated by voluntary absence, although such absence might be a justification for a discharge. Among colliers "St. Monday" was a popular saint. In the present case absence from work from 14th July to 22nd July was not due to illness or other unavoidable cause. It was voluntary absence, and doubtless due to concerted action on the part of Price and his fellow-workmen. They were left in the dark as to the conditions of the "day-by-day" working. It was fair to assume that some reasonable notice on one side or the other was necessary to terminate the engagement, probably a day's notice. There was no evidence that any such notice was given. Nor was there any evidence that any notice was given after 14th July, or that there was any act except voluntary absence from the colliery from 14th July to 22nd July which would terminate the contract of service which, in his lordship's view, continued up to 14th July. It was stated by counsel that negotiations for a modification of the Conciliation Board agreement were being actively carried on during the period from 14th July to 22nd July, and the concerted absence from work was no doubt a move in the game. Pending those negotiations the masters would not be likely to assert their right to terminate all the employments. It was important to observe that the final agreement of September was expressly made to date back as from 15th July. That was almost, if not quite, a recognition that the employment had not been terminated by what took place on 15th July. It was unfortunate that there was no evidence of the terms of Price's admitted employment, either as to the amount of wages or as to payment by time or by piecework. That applied both during

the "day by day" period and before that period. The learned county court judge had held as a matter of law that absence for seven days put an end to the relation of master and servant, and that *Jones v. Ocean Coal Co.* (*supra*) disposed of the case. He (his lordship) thought that something more was needed to justify that conclusion as a matter of law. There was no evidence to support the conclusion as a matter of fact. And even if there had been such evidence, he thought the service would have been "substantially continuous" within the decision in that case. It was apparent, on the whole, that the learned county court judge had acted upon a wrong view of the law, and his award could not stand. The amount of the actual earnings, which was agreed at £259 4s., must be inserted in the award instead of £300.

WARRINGTON, L.J., and LAWRENCE, J., delivered judgment to the same effect.—COUNSEL, *Parsons, K.C., C. B. Guthrie, and Rowland Thomas; Llewellyn Williams, K.C., Villiers Meager, and Van den Burg. SOLICITORS, Ullithorne, Currey, & Co., for D. W. Jones & Co., Merthyr Tydfil; Warren & Warren, for Edward Roberts & Lewis, Dowlais.*

[Reported by H. LANGFORD LAW, Barrister-at-Law.]

High Court—Chancery Division.

Re WILLIAM CRAWFORD & SONS' APPLICATION (No. 2).

Neville, J. 12th February.

TRADE MARK—APPLICATION TO REGISTER SURNAME "CRAWFORD"—DISTINCTIVE MARK—TRADE MARKS ACT, 1905 (5 ED. 7, c. 15), ss. 3 AND 9, SUB-SECTION (5).

Where it was sought to register a surname as a trade mark.

Held, (1) that where the surname was a common one, the application for registration should not be granted: *Re Teofani & Co.'s Trade Mark* (1913, 2 Ch. 545) distinguished; (2) that where a surname had been on the register for many years, the application to register it for certain other similar goods was really in effect only an application to extend the registered mark already registered: *Re Cadbury Brothers (Limited)* (1915, 1 Ch. 331).

In this case Messrs. William Crawford & Sons (Limited) moved for an order that the learned Registrar of Trade Marks should be directed to proceed with their application to register as a trade mark the word "Crawford" in respect of biscuits, cakes and shortbread. The applicants' business had been in existence since 1813. From 1842 to 1905 they had carried on their business under the style of William Crawford & Sons, and at the latter date the limited company was formed. The head office is at Liverpool, and there are branches in Edinburgh and London. The applicants' goods are very well known, and most extensively sold both in Scotland and the north of England, and to some extent in the south of England and in Wales, but they have not been sold in Ireland. Upwards of four million tons of biscuits are sold in the year. They had a registered trade mark, and had on their tins the words "Crawford's biscuits" in connection with that trade mark. For the last few years the word "Crawford" alone had been used and stamped on some of the goods. Counsel for the applicants submitted that the evidence shewed that the word "Crawford" was distinctive of the applicants' goods, and was adapted to distinguish their goods from the goods of any other manufacturers, and the case on which they relied was *Re Cadbury Brothers (Limited)* (*supra*). Counsel for the Board of Trade submitted that *Cadbury's* case was only a case of extending the scope of a very old mark, and not of registering a new mark. He also submitted that a common surname should not be registered as a trade mark.

NEVILLE, J., after stating the facts, said: I do not feel justified in directing the application to proceed, having regard to the observations of the Court of Appeal in *Re Teofani & Co.'s Trade Mark* (*supra*), with respect to the registration of a surname as a trade mark. In that case Lord Cozens-Hardy, M.R., pointed out that the registration of the surname "Teofani" which was on the register might very well have been refused, although it was admittedly a very uncommon name. Here the evidence is that "Crawford" is a common name in Scotland, and a not uncommon name in England. The applicants have relied on *Re Cadbury Brothers (Limited)* (*supra*), but that case is distinguishable because there the word "Cadbury" had been on the register for many years for certain goods in class 42, and the application was in effect to extend the registered mark to certain other goods in the same class, and on the evidence it was deemed not unreasonable to allow the application to proceed.—COUNSEL, *Ward Coldridge, K.C., and E. Lever; Austen-Carmelt, Percy Short; Solicitors for the Board of Trade.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re COMMONWEALTH OIL CORPORATION (L.M.). PEARSON v. THE COMPANY. Sargent, J. 17th January.

COMPANY—DEBENTURE-HOLDERS' ACTION—NOTICES OF JUDGMENT—NOTICES OF MEETINGS—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 120—R.S.C., 1883, ORD. 65, RR. 8, 27, PAR. 38A; APPENDIX N., ITEMS 51, 62, AND 53.

The sending out of notices of judgment in a debenture-holders' action is not a step in the litigation involving professional skill. The direction of the Chancery Judges, given in May, 1896 (*Annual Practice*, 1917, p. 250), that "in ordinary cases the judgment in a debenture-holders' action should not be served on the debenture-holders, but they should have notice given to them by circular or letter," was

not intended to institute "service" by post, but was intended to get rid of service altogether and substitute notice for it, so that the rules of service are no longer applicable. The taxing master is, in such a case as this, entitled to act, and can be taken by his words to have acted even where he did not in fact actually say so, and was taken in this case to have acted, under Ord. 65, r. 27, Sub-rule 38a, because the words "any other cause" in that rule do not mean any other cause *ejusdem generis* with those causes previously stated; and the case of *Re Johnston* (1904, 1 Ch. 132) does not lay down that the *ejusdem generis* rule should be applied here.

This was a representative action on behalf of holders of debentures and debenture stock against the company and the trustees of the trust deeds. By the judgment in the action the Court declared that the holders of the debentures and the stock were entitled to a charge on the company's assets, and ordered that the trusts of the deed should be carried into execution and that the usual accounts and inquiries should be taken and made. The master directed the serving of the holders of debentures and debenture stock with notice of the judgment by post. Notices were printed by the plaintiff's solicitors all in the same words, except as regards the names of the recipients and the amounts of the debentures or stock, and fixed a date for production of the debentures and stock, and requested the recipients to state the name and address of their transferees (if any), and stated that the certificates might be sent by post to the plaintiff's solicitors. An order was accordingly made on the originating summons by the plaintiff that he should convene meetings of all the various classes of holders of shares, debentures, stock, etc., and also an extraordinary general meeting of the Company to consider and, if thought fit, approve a certain scheme of arrangement under section 120 of the Companies (Consolidation) Act, 1908. These notices were printed and sent out by post by the plaintiff's solicitors, but the scheme fell through. A new scheme was prepared, and by an order on another originating summons the plaintiff was again ordered to convene similar meetings. These notices were also printed and sent out by post by the plaintiff's solicitors. The second scheme was approved by the Court, confirmed, and was being carried out. On a reference to the taxing master to tax the costs, charges and expenses of and incidental to the two schemes of arrangement, the plaintiff's solicitors charged for 1,149 copies of the notice of judgment for service—£243 19s.—and 1,149 services thereof by post, at 1s. 6d. each, £36 3s. 6d., making altogether £355 2s. 6d. The taxing master only allowed £65 in respect of these two items, and in their affidavits the solicitors said the notice was given under Ord. 16, r. 40, and that the items were properly chargeable under Appendix 2 (referred to in Ord. 16, r. 8), rr. 25, 34, 51, 52 and 53, and that the copies for service were properly chargeable at 4d. a folio. In respect of the notices as to the first scheme to debenture-holders and others the solicitors charged at 4d. a folio for preparing and 1s. 6d. each for service, which was considerably reduced by the taxing master, and they carried in similar objections as above. And the same thing happened with regard to the other notices and the notices in respect of the second scheme. The taxing master, in his answer overruling the objections, said that he did not agree with the view that the work charged for came within or was within the contemplation of numbers 51, 52, 53, 28, and 34 of Appendix N, and that he had no discretion. He said: "The work . . . is therefore to be paid for by reasonable remuneration upon a quantum meruit It is wholly work of a routine character, not requiring professional skill." He then pointed out that the charges for printing and posting the notices amounted to more than £2,500, and referred to the advertised charges of a certain firm for addressing circulars and envelopes, and to the solicitors' claim for posting being about £750, and the charge of 4d. per folio as for written copies, although they were printed. The answers, however, did not expressly refer to Ord. 65, r. 27, par. 38a.

SARGANT, J., after stating the facts, said:—In respect of all the notices the charges have been made on the footing that every notice was a step in the litigation involving professional skill. As to sending out notices of the judgment it was sought to bring that within the rules. The case is not strictly within Appendix N, referred to in Ord. 65, r. 8, but it is said that it is analogous to the case provided for by head 43 of Appendix N, because two blanks had to be filled up in each printed notice; but that is not so. Then it is said that the charges were justified by heads 51, 52, and 53 of Appendix N, and the Court has been referred to the directions of the Judges of the Chancery Division in May, 1896 (see the Annual Practice, 1917, p. 230), that "in ordinary cases the judgment in a debenture-holders' action should not be served on the debenture holders, but they should have notice given to them by circular or letter"; and it said the result was that there was "service" by post. I think the direction went further and got rid of service altogether and substituted notice for it, and that the rules as to service are not applicable. The notices of the meetings are not within the rules at all, and I doubt whether they should be applied by way of analogy. Whether the case is within the rules or the analogy, I think the taxing master in his answers has shown that he was prepared to act under Ord. 65, r. 27, sub-rule 38a. A notice has got abroad from a note in the Annual Practice, 1917, at p. 1320, that "the other cause" therein mentioned must be *ejusdem generis* with those which were previously stated, and therefore the master can only apply the rule where there had been dishonesty or negligence. Farwell, J., however, in *Re Johnston* (1904, 1 Ch. 132), did not lay down or even suggest that the *ejusdem*

generis rule applied, and I think that rule is excluded. Farwell, J., said that if the taxing master assessed under the sub-rule it was his duty to say so in his certificate and to state his reasons. Strictly I ought to refer the matter back to the taxing master to say whether he was acting under the sub-rule, but counsel does not desire me to be technical. I take the view that the notices were not notices which had to be served in accordance with the rules, and that sub-rule 38a is not limited to misconduct (which is not suggested here), but applies to any case where the charges were excessive, having regard to the subject matter. The summons is accordingly dismissed.—COUNSEL, Whinney; H. E. Wright. SOLICITORS, Slaughter & May; Light & Fulton.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

PANOUTSOS v. RAYMOND HADLEY CORPORATION. Bailhache, J.
22nd February.

SALE OF GOODS—DELIVERY BY INSTALMENTS—TERMS OF PAYMENT—
WAIVER—RIGHT TO CANCEL—NOTICE OF CANCELLATION.

In a contract for the sale of 4,000 tons of flour, delivery to be made at different times, and each shipment to be deemed a separate contract, there was a provision that payment should be by "confirmed banker's credit." The buyer (the plaintiff) opened a credit with a banker for meeting the deliveries; but it did not satisfy the definition of "confirmed banker's credit"; the sellers, however, made several deliveries of the flour. Before the deliveries were complete they notified to the buyers, without previous notice of their intention, that they cancelled the contract.

Held, that there had been a waiver of the condition by the sellers, but that they were not bound irrevocably thereby; they might at any time require the observance of the condition or terms of payment in the contract, but they could not cancel the contract unless they gave reasonable notice of their intention to do so, in order that the buyer might have an opportunity of putting the credit on a proper footing.

Award of arbitration by special case. By a contract in writing for the sale of 4,000 tons of flour, delivery to be from steamers as per bills of lading, each shipment being treated as a separate contract, and payment to be by cash against documents in New York, there was a provision, "Payment by confirmed banker's credit." A credit was opened by the buyer in New York with a banker on 15th October, 1915, which was not, however, a guaranteed or irrevocable credit, and therefore did not satisfy the requirements of the contract. On 21st, 27th and 30th October, shipments of the flour were delivered, although the sellers (the defendants) knew the credit was not on the required footing, and they were paid for by the New York bank. At the request, moreover, of the sellers the buyer agreed to an extension of the time for deliveries being made, but several days before the extended date the sellers informed the buyers that they cancelled the contract. The buyers declined to accept the cancellation of the balance of the deliveries that remained; and the dispute was referred to arbitration in accordance with the terms of the contract. The arbitrators made an award that the sellers were in default in not shipping the balance of the flour in accordance with the contract, and ordered them to pay damages. The award was stated in the form of a special case for the opinion of the Court, the question being whether there was any evidence upon which the arbitrators could properly find that the defendants had waived the term in the contract that the payment should be by "confirmed banker's credit." The contention of the plaintiff was that, whether the credit actually opened was a "confirmed" credit or not, the defendants accepted it as satisfactory, and made shipments under it; and that they thus waived any objection, and could not repudiate without giving the plaintiff notice so as to enable him to remove any valid objection, and to furnish the proper credit under the contract: *Bentzen v. Taylor* (1895, 2 Q. B. 274). The contention of the defendants was that the fact of shipments having been made by them without insisting on the condition in the contract did not prevent them cancelling the contract in respect of other shipments, especially as, under the terms of the contract, each shipment was to be deemed a separate contract: *Ebbw Vale Steel, Iron and Coal Co. v. Blaenau Iron Co.* (1901, 6 Com. Cas. 33), where the sellers, under a contract which provided that all payments should be on a due date as a condition precedent to future deliveries, on default were held entitled unconditionally to refuse further deliveries.

BAILHACHE, J., after stating the facts, said: The main, and perhaps the sole, question in this case is whether the sellers, by acting on the credit in a way not in accordance with the contract, which credit they might have refused to accept if they had been so minded, had waived their right to cancel the contract, upon the ground that the actual was not the contractual credit. I think the matter stands in this way: When a contract requires a credit of such a kind as that in this case to be opened, and the seller knows it is not so opened, it is not unfair to infer, if he proceeds to act on it as if it were properly opened, that he must have waived the formality, so long as he chooses so to act. But I do not think he is bound to go on right to the end, because he has waived this term of the contract up to a certain point. He can at any time insist on the matter of credit being put into order, but he cannot suddenly cancel the contract on the ground that the document he has accepted as in order, and acted on as if in order, is not in fact in order. If he desires to cancel in circumstances like the present, he must give some reasonable notice. I think the trouble here

for the defendants is that they have not given such reasonable notice. There is no evidence at all that the notice of 23rd November was a notice of an intention to cancel. It did not call on the buyers to put themselves in order, nor was it an intimation that the sellers intended to cancel on the ground of informality. It was a notice that the sellers did in fact cancel on account of the informality. I think the cancellation for informality ought to have been preceded by a reasonable notice that the sellers would cancel on that ground, and a request to put the credit in order. The arbitrators have therefore come to a right conclusion in their award, and their award must be confirmed.—COUNSEL, for the plaintiffs, *Roche, K.C., R. A. Wright, and Le Quesne; Stuart J. Bevan*, for the defendants. SOLICITORS, *Stibbard, Gibson, & Co.; Coward, Hawksley, Sons, & Chance.*

[Reported G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

New Statutes.

On 28th February the Royal Assent was given to the Consolidated Fund (No. 1) Act, 1917.

Draft Rules of Supreme Court (Revision), 1917.

We the Rule Committee of the Supreme Court hereby make the following Rules:—

1. The following Orders and Rules of the Supreme Court are hereby annulled:—

- Order II., Rule 6.
- Order XVIII.
- Order XXIII., Rules 2 and 3.
- Order XXXI., Rules 7, 10 and 25.
- Order XXXVI., Rules 29A and 29B.
- Order XLII., Rule 25.
- Order LIV., Rules 1A, 13-19 inclusive and 25-28 inclusive.
- Order LIX., Rules 1 (f), 3, 5, 6 and 8A.
- Order LXI., Rule 3.
- Order LXV., Rules 4, 12 and 26.
- Order LXVIII., Rules 3 and 4.

2. The following Rules are hereby annulled:—

- Order V., Rule 6.
- Order XII., Rule 30.
- Order XIV., Rule 3 (a).
- Order XXI., Rule 13.
- Order XXIII., Rule 1.
- Order XXVII., Rule 13.
- Order XXXI., Rules 1 and 26.
- Order XXXVI., Rules 1-9 inclusive.
- Order XLV., Rule 3.
- Order LIV., Rules 21 and 32.
- Order LIX., Rules 1 (c) and (t), and 4A.
- Order LXI., Rule 2.
- Order LXVIII., Rule 2.

Rule 3 (a) of R.S.C., dated 13th December, 1914, as amended January, 1916:—

and the following Rules shall be substituted:—

ORDER V.

Assignment to Master of action in K.B.D. (not proceeding in D.R.).

6. Every action in the King's Bench Division not proceeding in a District Registry shall be assigned to one of the masters of the Supreme Court at the time of the issue of the first summons therein, and all documents and proceedings therein shall thereafter be marked with the name of the master to whom the action has become so assigned, and every application or proceeding therein which by these rules is to be heard and dealt with by a master, except taxation of the costs, shall be heard and dealt with by such master.

ORDER XII.

Motion to Set Aside Writ.

30. A defendant before appearing shall be at liberty, without obtaining an order to enter or entering a conditional appearance, to take out a summons in the King's Bench Division and in any other division take out a summons or serve notice of motion to set aside the service upon him of the writ or of notice of the writ, or to discharge the order authorising such service.

ORDER XIV.

Defendant may Shew Cause.

3. (a) The defendant may shew cause against such application by affidavit, or the Judge may allow the defendant to be examined upon oath.

ORDER XXI.

Appearance by Added Parties.

13. Any person not already a party to the action, who is served with a defence and counterclaim as aforesaid, must appear thereto as if he had been served with a writ of summons to appear in an action.

ORDER XXIII.

Leave to Deliver Reply.

No reply or subsequent pleading shall be delivered unless ordered except in Admiralty actions in which without order a reply may be delivered within six days and joinder of issue thereon within four days unless the time shall be extended by a Court or Judge. Where a reply or subsequent pleading is ordered it shall be delivered within the time specified in the order giving leave to deliver the same or if no time be so specified within four days after the delivery of the previous pleading, unless the time shall be extended by the court or a judge.

ORDER XXVII.

Close of Pleadings on Default.

13. Where no reply or subsequent pleading is ordered, then, at the expiration of four days from the delivery of the defence or last pleading delivered; or, where a reply or subsequent pleading is ordered, but the party who has been ordered or given leave to deliver the same fails to do so within the period limited for that purpose, then, at the expiration of the period so limited, the pleadings shall be deemed to be closed and all material statements of fact in the pleading last delivered shall be deemed to have been denied and put in issue. Provided that the above rule shall not apply to a reply to a counterclaim and that unless the plaintiff obtains leave to deliver and delivers a reply to a counterclaim, the statements of fact contained in such counterclaim shall at the expiration of ten days from the delivery thereof or of such time (if any) as may by order be allowed for delivery of a reply thereto be deemed to be admitted, but the Court or judge may at any subsequent time give leave to the plaintiff to deliver a reply.

ORDER XXXI.

Discovery by Interrogatories.

1. In any cause or matter the plaintiff or defendant by leave of the Court or a Judge may deliver interrogatories in writing for the examination of the opposite parties, or any one or more of such parties, and such interrogatories when delivered shall have a note at the foot thereof stating which of such interrogatories each of such persons is required to answer: Provided also that interrogatories which do not relate to any matters in question in the cause or matter shall be deemed irrelevant, notwithstanding that they might be admissible on the oral cross-examination of a witness.

Mode of Giving Security for Cost of Discovery.

26. Any party seeking discovery by interrogatories or otherwise, may be ordered upon making application for discovery to pay into court to a separate account in the action to be called "Security for Costs Account," to abide further order, the sum of £5, or any less sum, and may be ordered further to pay into court such additional sum as the court or a judge shall direct. If security be so ordered the party seeking discovery shall, with his interrogatories or order for discovery, serve a copy of the receipt for the said payment into court, and the time for answering or making discovery shall in such cases commence from the date of such service and the party from whom discovery is sought shall not be required to answer or make discovery unless and until the said payment if so ordered has been made.

ORDER XXXVI.

Mode and Place of Trial.

1. The order made on the summons for directions in every cause or matter, and every order giving leave to defend under Order 14, shall direct whether the cause or matter is to be tried with a special jury, or with a common jury, or without a jury (whether by a judge or otherwise), and shall subject to rule 10a, also direct where the cause or matter is to be tried, but the mode and place of trial so directed may be subsequently altered for sufficient cause on a summons or a notice under the summons or order for directions issued by either party without any appeal from the former direction. If the mode or place of trial is so altered the cause or matter shall thereupon be transferred to the appropriate list.

Mode of Trial.

2. In every cause, matter or issue, unless under the provisions of rule 6 of this Order a trial with a jury is ordered, the mode of trial shall be by a judge without a jury; provided that in any such case the court or a judge may at any time order any cause, matter or issue to be tried by a judge with a jury, or by a judge sitting with assessors, or by an official referee, or special referee with or without assessors.

Matters Assigned to Chancery Division.

3. Causes or matters assigned by the principal Act to the Chancery Division shall be tried by a judge without a jury, unless the court or a judge shall otherwise order.

Causes Formerly Triable without a Jury.

4. The court or a judge may, if it shall appear desirable, direct a trial without a jury of any question or issue of fact, or partly of fact and partly of law, arising in any cause or matter which previously to the passing of the principal Act could, without any consent of parties, have been tried without a jury.

Issue Requiring Prolonged Examination of Documents, &c.

5. The court or a judge may direct the trial without a jury of any cause, matter or issue requiring any prolonged examination of documents or accounts, or any scientific or local investigation, which cannot in their or his opinion conveniently be made with a jury.

Order for Trial with Jury.

6. In any cause, matter or issue other than those mentioned in rules 3, 4 and 5 of this Order, upon the application (not later than ten days after the close of the pleadings or where there are no pleadings at the time of or within ten days after the making of the Order directing the mode of trial) of any party thereto for a trial with a jury of the cause, matter or issue, an order shall be made for a trial with a jury.

Questions of Facts may be Tried Differently, or One before the Other.

7. Subject to the provisions of the preceding rules of this Order, the court or a judge may, in any cause or matter, at any time or from time to time, order that different questions of fact arising therein be tried by different modes of trial, or that one or more questions of fact be tried before the others, and may appoint the places for such trials, and in all cases may order that one or more issues of fact be tried before any other or others.

Number of Judges.

8. Every trial of any question or issue of fact with a jury shall be by a single judge, unless such trial be specially ordered to be by two or more judges.

Special Jury.

9. The plaintiff or defendant in any cause, matter or issue in which he is entitled to a jury may have the issues tried by a special jury, on an application made at the time at which the mode of trial is fixed or if the court or judge thinks fit at any later stage; provided that the court or a judge may at any time make an order for a special jury upon such terms, if any, as to costs and otherwise as may be just.

Place of Trial.

10. There shall be no local venue for the trial of any cause, matter or issue, except where otherwise provided by statute, but in every cause, matter or issue in every Division the place of trial shall be fixed by the court or a judge.

This rule shall apply to every cause, matter or issue notwithstanding that it may have been assigned to any judge.

Trial at an Assize Town.

10.—(a) Where, upon the summons for directions, or an application made thereunder or on an application under Order XIV. or on any other application, the place of trial comes in question, the court or judge, if of opinion that a *prima facie* case is made for ordering that the trial shall take place at an Assize town other than those mentioned below, shall refer the question as to where the cause, matter or issue is to be tried to the Judge of Assize who is going to that town on Circuit.

Manchester,	Birmingham,
Liverpool,	Cardiff,
Leeds,	Swansea and Bristol.

(b) If the Assizes have been already chosen, the matter shall be brought forthwith before the Judge of Assize. If otherwise, it shall stand referred to the Judge of Assize as soon as he is ascertained.

(c) The Judge of Assize shall determine whether the place of trial shall or shall not be at the town suggested or at some other town on his Circuit, or elsewhere, provided that if he is of opinion that it should be tried at an Assize town not on his Circuit, and not one of the excepted towns he shall not make the order for trial at such town without first consulting the judge who is going to that town.

(d) If he decides that the cause, matter or issue shall be tried at an Assize town other than one of the excepted towns, the judge going to that town shall be furnished then, and from time to time at further stages in the cause, matter or issue, with such information as will enable him to provide for the adequate trial thereof, and to arrange his days in each town on Circuit, so as best to provide for the adequate trial of all causes, matters or issues on the Circuit. In particular, he shall be informed whether the cause, matter or issue is expected to be tried at the then pending Assize, and its probable length, and thereafter he or the Clerk of Assize shall be promptly informed if the trial is postponed or accelerated, or the cause, matter or issue comes to an end, or the mode of trial is altered, or particular issues are admitted, referred, or deferred.

(e) For any such information promptly given the party may be allowed upon taxation such costs as the Taxing Master shall think proper.

(f) If either party establishes a right by statute to fix the venue locally at an Assize town other than those above mentioned, he shall forthwith give notice to the Clerk of Assize, and shall thereupon and thereafter give to the Judge of Assize or to the Clerk of Assize such information as is provided for in the last preceding rule, and shall for it be allowed upon taxation such costs as the Taxing Master shall think proper.

ORDER XLV.

Execution against Garnishee.

3. If the garnishee does not dispute the debt due or claimed to be due from him to such debtor, or if he does not appear upon summons, then the court or judge may order execution to issue, and it may issue accordingly, without any previous writ or process, to levy the amount due from such garnishee, or so much thereof as may be sufficient to satisfy the judgment or order, together with the costs of the garnishee proceedings.

ORDER LIV.

Appeal from Master.

21. Any person affected by any order or decision of a master may appeal therefrom to a judge at chambers. Such appeal shall be by notice in writing to attend before the judge without a fresh summons, within five days after the decision complained of, or such further time as may be allowed by a judge or master. Unless otherwise ordered there shall be at least one clear day between service of the notice of appeal and the day of hearing.

ORDER LIX.

Appeals under s. 77 of the Summary Jurisdiction (Married Women) Act, 1895.

1.—(c) Appeals under section 120 of the County Courts Act, 1888.
(d) Appeals from Chambers in the King's Bench Division except in matters of practice and procedure.

4a. Appeals from orders made under section 77 of the Summary Jurisdiction (Married Women) Act, 1895, shall be heard by a Divisional Court of the Probate, Divorce, and Admiralty Division. Rules 7, 8, 10, 11, 12, and 16 of this Order shall apply to such appeals, the words "Divorce Registry" being deemed to be substituted in Rule 11 for the words "Crown Office Department of the Central Office."

ORDER LXI.

Control of Business. Practice Masters.

2. It shall be the special duty of one of the masters to be present at, and control the business of, the Central Office, and to give the necessary directions with respect to questions of practice and procedure relating to the business thereof.

ORDER LXVIII.

Orders to Apply to above Proceedings.

2. The following orders shall, as far as they are applicable, apply to all proceedings on the Revenue side of the said Division, namely:—

- (a) Order XXVIII. (Amendment);
- (b) Order XXXIV. (Special case);
- (c) Order XXXVIII. (Affidavits);
- (d) Order LII. (Motions);
- (e) Order LVIII. (Appeals);
- (f) Order LXIV. (Time);
- (g) Order LXV. (Costs);
- (h) Order LXVI. (Notices, &c.);
- (i) Order LXX. (Non-compliance).

Provided that Order LVIII. shall not apply to *quo warranto*.

3. Where in any order or rule of the Supreme Court the words "statement of defence" occur, the words "statement of" shall be omitted, and accordingly the said words shall be omitted in Order XIX., Rule 17; Order XXI., Rules 10, 11; and Order XXIV., Rules 1, 2, 3.

4. Where in any order or rule of the Supreme Court there are any words relating to Order XVIII., such words shall be omitted and, accordingly, there shall be omitted from—

- (a) Order XX., Rule 1 (b), the words "or Order XVIII., Rule 3."
- (b) Order XXX., Rule 1 (c), the words "or where under Order XVIII. the defendant applies for a statement of claim."
- (c) Order XXX., Rule 1 (d), the words "or to actions coming under the provisions of Order XVIII."

5. In Order XXXI., Rule 18 (1), the words and figures, Rule 15, shall be substituted for Rule 17, and in Rule 27A, the words "or chief clerk" shall be omitted and the word "or" shall be inserted before the word "master."

6. In Order XLV., Rule 1, the words "or his solicitor," shall be omitted after the words "served on the garnishee."

7. These Rules may be cited as the Rules of the Supreme Court (Revision), 1917.

Dated the 19th February, 1917.

(Signed)

FINLAY, C.
READING, C.J.
COZENS-HARDY, M.R.
W. PICKFORD, L.J.
R. M. BRAY, J.
CHAS. H. SARGANT, J.
P. OGDEN LAWRENCE.
MALCOLM M. MACNAGHTEN.
WM. H. WINTERBOTHAM.
C. H. MORTEN.

County Court, England.

THE COUNTY COURT RULES, 1917. DATED FEBRUARY 19, 1917.

These Rules may be cited as the County Court Rules, 1916, or each Rule may be cited as if it had been one of the County Court Rules, 1903, and had been numbered therein by the number of the Order and Rule placed in the margin opposite such Rule.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, or in the County Court Rules, 1914, as the case may be.

These Rules shall be read and construed as if they were contained in the County Court Rules, 1903. The forms in the Appendix shall be used as if they were contained in the Appendix to the County Court Rules, 1903, and when it is so expressed shall be used instead of the corresponding forms contained in such last-mentioned Appendix, or the Appendix to the County Court Rules, 1914, as the case may be.

Where any Rule or form hereby annulled is referred to in any of the County Court Rules, 1903, or the County Court Rules, 1914, or in the Appendix to either of those Rules, the reference to such Rule or form shall be construed as referring to the Rule or form hereby prescribed to be used in lieu thereof.

ORDER II.

OFFICERS.

High Bailiff.

1. The following paragraph shall be added to Order II., Rule 31, viz. :—

(2.) *Order II., Rule 31 (2).—Return of summons for amendment, where name of defendant not correctly stated, &c.*—Where the summons cannot be served by reason of the plaintiff having misstated or insufficiently stated any of the particulars as to the name, residence or place of business, and occupation or description of the defendant required by paragraphs (b) and (c) of Order V., Rule 4, or of the defendant having before the entry of the plaint removed from the address given on the summons, the high bailiff shall, subject to the provisions of paragraph 2 of Order VII., Rule 5, as applied by paragraph 2 of Order VII., Rule 30a, return the summons to the registrar of the court in which the summons was issued, and shall in his notice of non-service sent to the plaintiff state that the summons has been so returned.

Order II., Rules 34 to 36, and Forms 171 and 172, are hereby annulled, and the following Rules, and the forms in the Appendix, shall stand in lieu thereof, viz. :—

2. *Order II., Rule 34.—Money received under process to be entered thereon and paid to registrar within 24 hours.* 4 & 5 Geo. 5, c. 59, s. 41 (2).—Every high bailiff levying or receiving any money by virtue of the process of any county court shall forthwith enter in ink on the face of the process, at the foot or in the margin thereof, the amount levied or received, and shall sign the entry; and, subject to Rules 34a, 35, and 36 of this Order, he shall within twenty-four hours from the receipt of any such money, except where he is by statute required to retain the same, pay over the same to the registrar of the court of which he is high bailiff, who shall indorse on the process a memorandum of having received the same, and return the process to the high bailiff.

3. *Order II., Rule 34a.—Where notice of receiving order received by high bailiff before or after payment over to registrar of money received in part satisfaction of an execution.* 4 & 5 Geo. 5, c. 59, s. 41 (1). *Bankruptcy Rule, 1916, 323a.*—Provided that where any goods of a debtor are taken in execution, and before the sale thereof, or the completion of the execution by the receipt or recovery of the full amount of the levy, any money is seized or received in part satisfaction of the execution, the following provisions shall apply :—

(i) If before paying over such money to the registrar the high bailiff receives notice that a receiving order has been made against the debtor, he shall on request pay over such money, after deducting the costs of the execution, to the official receiver in accordance with sub-section 1 of section 41 of the Bankruptcy Act, 1914, and shall send notices to the registrar and the execution creditor in accordance with Rule 36 of this Order :

(ii) If after paying over any such money to the registrar the high bailiff receives notice that a receiving order has been made against the debtor, he shall forthwith give notice thereof to the registrar of the court of which he is high bailiff, and shall also, if the warrant issued out of any other court, and the money, after deducting the costs of the execution, has been certified to the registrar of that court pursuant to Order XXVIII., Rule 2, give a similar notice to the last-mentioned registrar :

(iii) In any case mentioned in paragraph (i) the amount paid to the registrar, after deducting the costs of the execution, shall on request be paid over to the official receiver or trustee in bankruptcy by the registrar to whom the same was paid, or if it has been certified to any other court pursuant to Order XXVIII., Rule 2, by the registrar of that court, unless in either case it has been paid out by the registrar to the execution creditor before he receives notice of the receiving order :

(iv) A registrar paying over any money pursuant to the last preceding paragraph shall be allowed by the treasurer of his court, at his audit, the amount so paid; and where any such money has been paid to the registrar of one court, and certified to any other court pursuant to Order XXVIII., Rule 2, the registrar of the first-

mentioned court shall account for and pay over the amount received by him to the treasurer of his court at such time as the treasurer shall require.

4. *Order II., Rule 35.—Notice where proceeds of execution are to be held for 14 days.* 4 & 5 Geo. 5, c. 59, s. 41 (2).—Where under an execution in respect of a judgment for a sum exceeding twenty pounds the goods of a debtor are sold, or money is paid in order to avoid sale, and the high bailiff is by subsection two of section forty-one of the Bankruptcy Act, 1914, required to retain the balance of the proceeds of sale or the money paid, after deducting the costs of the execution, for fourteen days, he shall within twenty-four hours after the sale of the goods or the receipt of the money send to the registrar of the court out of which the warrant of execution originally issued, and to the execution creditor, notice according to the form in the Appendix [Form 171] of the sale or payment and the amount realised thereunder.

5. *Order II., Rule 36.—Notice of withdrawal, or of payment over of money received, on notice of receiving order.*—Where the high bailiff withdraws from possession of goods taken in execution, or pays over to the official receiver or trustee in bankruptcy the proceeds of sale of goods sold under an execution, or money paid in order to avoid sale or received in part satisfaction of the execution, in consequence of having received notice that a receiving order in bankruptcy has been made against the debtor, he shall within twenty-four hours after such withdrawal or payment send to the registrar of the court out of which the warrant of execution originally issued, and to the execution creditor, notice thereof according to the form in the Appendix [Form 172].

6. *Order II., Rule 36a.—Filing and custody of process when executed, &c.*—When any process has been executed, satisfied, withdrawn, or stopped, the high bailiff shall file such process and retain the same in his custody, unless, in the case of a warrant of execution, he is required to lodge the same in court pursuant to Order XXV., Rule 38, or, in the case of an order of commitment, the same has been delivered to the gaoler.

ORDER V.

COMMENCEMENT OF ACTION.

Order V., Rule 16, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

7. *Order V., Rule 16.—(1) Infant to sue by next friend.*—Where an infant desires to commence an action (other than for wages or piece-work, or for work as a servant), or is a claimant in an interpleader proceeding, he shall sue by a next friend, and the full names, occupation or description, and residence or place of business of the next friend shall be stated in the praecipe; and such next friend shall, at the time of entering the plaint or delivering the particulars of the goods and chattels alleged to be the property of the infant, either attend at the office of the registrar and give an undertaking, according to the form in the Appendix [Form 15], to be responsible for costs, or transmit such an undertaking to the registrar; and if such undertaking is not given at the office of the registrar, it shall be attested by a solicitor, or by a clerk to a registrar nominated to take affidavits.

(2) *Liability of next friend for costs.*—The plaint shall not be entered or the particulars received until such undertaking has been given. On its being given it shall be filed with the registrar, and the action or interpleader proceeding shall proceed in the name of the infant by such next friend, but no order of the court shall be necessary for the appointment of the next friend. On entering into the undertaking the next friend shall be liable for costs in the same manner and to the same extent as if he were himself the plaintiff; and if the infant fails in or discontinues his action or proceeding, an order for payment of costs may be made against the next friend, whether any order for costs is or is not made against the infant; and proceedings may be taken on the order for the recovery of such costs as for the recovery of a judgment debt.

(3) *Where action, &c., remitted from High Court.*—Where any action or matter in which an infant is suing by a next friend is remitted or transferred from the High Court to a county court, the plaintiff shall lodge with the registrar, pursuant to Order XXXIII., Rule 1, the written authority for the use of the name of the next friend filed in the High Court, or a duplicate or copy thereof, and such authority shall be deemed to be an undertaking within the meaning of this rule.

(4) Where an infant commences an action without a next friend an action in which a next friend is required, the court may, on the application of either party, and on such terms as the court shall think just, appoint a next friend; or it may order the action to be struck out.

ORDER VII.

PLAINT NOTE AND SUMMONS. SERVICE.

Ordinary Summons and Service.

Order VII., Rule 12, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

8. *Order VII., Rule 12.—Where solicitor represents that he is authorized to accept service.*—Where a solicitor represents that he is authorized to accept service on behalf of a defendant, it shall be sufficient service to deliver the summons to him, provided that he shall at the time of such delivery indorse upon the copy of the summons retained by the bailiff, or, where the summons is served otherwise than by a bailiff, on the copy retained by the person serving the same, a memorandum that he accepts service thereof on behalf of such defendant.

9. The following paragraph shall be added to Order VII., Rule 16a, viz. :—

(2.) *Order VIII., Rule 16a (2).*—*Form of indorsement or affidavit.*—The indorsement or affidavit of service shall be according to such one of the forms in the Appendix [Forms 29a, 37 (2)] as shall be applicable to the case.

Default Summons and Service.

Order VII., Rule 30a, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

10. *Order VII., Rule 30a.*—*Amendment of summons as to name, &c., of defendant.*—(1) Where a default summons has not been served by reason of the plaintiff having mis-stated or insufficiently stated any of the particulars as to the name, residence or place of business, and occupation or description of the defendant required by paragraphs (b) and (c) of Order V., Rule 4, or of the defendant having before the entry of the plaint removed from the address given on the summons, the summons may at any time during its currency be amended as to such particulars on the plaintiff correcting and re-swearing the affidavit required by these Rules before the entry of the plaint, or swearing a further affidavit, and on payment, where the summons is to be served by a bailiff, of such additional fee for service as may be prescribed.

(2) Paragraphs 2 and 3 of Rule 5a of this Order, as to the amendment of ordinary summonses, shall apply to the amendment of default summonses under this Rule, with the omission of the words "in sufficient time before the return day, and" from paragraph 2.

The following Rule shall stand as Order VII., Rule 31b, viz. :—

11. *Order VII., Rule 31b.*—*Form of indorsement or affidavit under Rules 31, 31a.*—An indorsement or affidavit of service under the two last preceding Rules shall be according to such one of the forms in the Appendix [Forms 34a, 37 (2)] as shall be applicable to the case.

ORDER IX.

DISCONTINUANCE, CONFESSION, ADMISSION, AND PAYMENT INTO OR OUT OF COURT.

Order IX., Rule 22, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

12. *Order IX., Rule 22.*—(1) *Payment to parties out of the district by cheque or money order.*—Where money has been paid into court to the credit of any party to any proceeding who neither resides nor carries on business within the district of the court, such party may transmit by prepaid post to the registrar the proof of title required by the last preceding rule, with a request for the transmission of the money by post, and a receipt for the same (duly stamped where necessary) signed by such party, and an envelope addressed to himself, with sufficient postage thereon; and the registrar shall examine the documents transmitted to him, and when satisfied that the applicant is entitled or authorized to receive the money shall return the documents and forward the amount, less the cost of remittance, by crossed cheque or crossed money order, in the addressed envelope, payment by post being in all cases at the risk of the party requesting the same.

(2) *Information as to money in Court.*—For the purposes of this Rule the registrar shall on receipt of a written request from any such party or his solicitor (if the solicitor has no office within the district), together with a stamped and addressed envelope for reply, forward to the party or his solicitor in the addressed envelope information as to the amount (if any) paid into court. Provided that if a party or his solicitor requests such information in more than twenty actions at the same time, the registrar may require him to attend at the office of the court.

(3) For the purposes of this Rule the several districts of the Metropolitan Courts shall be considered *inter se* as one district only.

ORDER XXIII.

JUDGMENTS AND ORDERS.

13. The following paragraph shall be added to Order XXIII., Rule 10, viz. :—

(2) *Order XXIII., Rule 10 (2).*—*Application for certificate by a person not a party to the proceedings.*—Where a person applying for a certificate of any judgment or order is not a party to the proceeding in which the judgment or order was given or made, he shall state in writing, with particulars, the purpose for which the certificate is required, and the capacity in which he applies for the same, and shall satisfy the registrar that it may properly be granted; and the registrar may in any case refer the application to the judge.

ORDER XXV.

ENFORCEMENT OF JUDGMENTS AND ORDERS.

Order XXV., Rule 23b, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

14. *Order XXV., Rule 23b.*—Where under execution money is paid into court instead of to bailiff. 4 & 5 Geo. 5, c. 59, s. 41.—Where under a warrant of execution money is paid in part satisfaction of the execution, or in order to avoid sale, but is paid into court instead of to the high bailiff of the court in the district of which the warrant is to be executed, it shall be deemed to have been received by the high bailiff, and the following provisions shall apply :—

(a) Where, if the money had been received by the high bailiff, it would be his duty to pay over the same to the registrar of the court of which he is high bailiff, the money paid into court shall be dealt with as if it had been so received and paid over, and the

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LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

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G. H. MAYNE, Secretary.

provisions of Order II., Rule 34a, paragraphs (ii), (iii), and (iv) shall apply :

(b) Where, if the money had been received by the high bailiff, it would be his duty, under subsection two of section forty-one of the Bankruptcy Act, 1914, to retain the same, the money paid into court shall be retained in court :

(c) Where the execution creditor becomes entitled to receive the amount so retained, the money paid into court shall be dealt with as if it had been received by the high bailiff and paid over by him to the registrar of the court of which he is high bailiff :

(d) Where if the money had been received by the high bailiff it would be his duty to pay over the same, after deducting the costs of the execution, to the official receiver or trustee in bankruptcy, the high bailiff shall pay to the official receiver or trustee the amount paid into court, after deducting such costs : and the registrar of the court of which the high bailiff is high bailiff shall pay the amount so paid into court to the high bailiff, and shall be allowed by the treasurer of his court, at his audit, the amount so paid; and if any part of such amount was paid into the home court the registrar of the home court shall account for and pay over such amount to the treasurer of his court at such time as the treasurer shall require.

ORDER XXVI.

ATTACHMENT OF DEBTS.

15. The following paragraph shall be added to Order XXVI., Rule 1, viz. :—

(2) *Order XXVI., Rule 1 (2).*—Where debt sought to be attached exceeds the amount for which an action could be brought.—For the purposes of this rule the garnishee shall be deemed to be within the jurisdiction of the court in respect of the debt due from him to the debtor, or so much thereof as may be sufficient to satisfy the judgment or order, together with the costs of the garnishee proceedings, notwithstanding the fact that the debt due from him to the debtor, or the amount thereof required to satisfy the judgment or order and the costs of the proceedings, exceeds the amount for which an action can be brought in the county court, in any case in which he could be sued in the court with or without leave under section seventy-four of the Act in respect of such debt, or so much thereof as aforesaid, if it did not exceed that amount.

ORDER XXVII.

INTERPLEADER.

The following Rule shall stand as Order XXVII., Rule 3a, viz. :—

16. *Order XXVII., Rule 3a.*—*Security or undertaking for costs where claimant not resident in England or Wales.*—Where it appears that the claimant does not reside in England or Wales, the execution creditor or the high bailiff may apply to the court on notice in writing in accordance with Order XII., Rule II, for an order directing the claimant to give security for costs, and the court may make an order accordingly : and if such order is made, and security is not given within the time limited by the order, the claimant shall be debarred from appearing to support his claim, unless the judge otherwise orders. Where an order is made, an undertaking by the claimant's solicitor to be responsible for the costs shall be sufficient, and Order V., Rule 10, shall apply.

ORDER XXVIII.

TRANSMISSION OF PROCEEDS OF WARRANTS FROM FOREIGN DISTRICTS.

17. The following paragraph shall be added to Order XXVIII., Rule 1, viz. :—

(2) *Order XXVIII., Rule 1 (2).*—*Notice to be annexed to warrant that payment should be made or notices or claims given or sent to high bailiff of foreign court.* Form 173A.—In the case of a warrant against goods, the high bailiff of the court from which the warrant issued shall also annex to the notice to be left with the debtor pursuant to Order XXV., Rule 17, a notice according to the form in the Appendix, under the hand of the high bailiff and the seal of the court, that all payments under the warrant should be made and all notices or claims in respect of the execution or the goods taken in execution should be given or sent to the high bailiff of the court of the district in which the levy is made, and not to the high bailiff of the court out of which the warrant originally issued.

Order XXVIII., Rule 2, is hereby annulled, and the following Rule shall stand in lieu thereof, viz. :—

18. *Order XXVIII., Rule 2.*—(1) *Accounting for and transmission of money received under execution sent to foreign district.*—Subject to the provisions of Order II., Rules 34a, 35, and 36, where by virtue of any warrant against the goods sent to a foreign district any money

has been received by the bailiff of the foreign court, such bailiff shall, within twenty-four hours from the receiving of such money, pay over the same to the registrar of the foreign court, and shall, unless an interpleader summons as to such money is pending, make a return in writing of the amount received according to the form in the Appendix [Form 175]; and in the case of a levy having been made, the bailiff shall state in the return the gross amount produced by such levy, the particulars of the appraiser's and broker's charges, and the fees allowed for keeping possession, and he shall pay over to the registrar of the foreign court the amount levied, less such charges and fees; and the registrar of the foreign court shall certify in the said return the amount paid into court, and the correctness of the said charges, and shall account for and pay over such amount to the treasurer of his court at such time as the treasurer shall require; and the high bailiff shall thereupon transmit such return to the high bailiff of the home court, as directed by section one hundred and fifty-eight of the Act [51 & 52 Vict. c. 43, s. 158], and such latter bailiff shall, within twenty-four hours from the receipt of such return, deliver the same to the registrar of his court, who shall file such return and shall (subject to Order II., Rule 34a) pay out of any money in his hands to the execution creditor the amount certified in such return to have been received by the registrar of the foreign court as the proceeds of the execution, and shall enter in a book the amount so certified, according to the form in the Appendix [Appendix, Part II., Form M.]; and the registrar shall be allowed by the treasurer of his court, at his audit, the amount so paid.

(2) *Where proceeds of execution are to be held for 14 days.* 4 & 5 Geo. 5. c. 59, s. 41 (2).—Provided that where the bailiff is by subsection two of section forty-one of the Bankruptcy Act, 1914, required to hold the proceeds of sale under an execution, or the money paid in order to avoid sale, for fourteen days, he shall proceed in accordance with Order II., Rule 35, and shall not proceed under paragraph one of this Rule until such period of fourteen days has expired.

(3) *Where interpleader pending.*—And where an interpleader is pending as to the amount received, the high bailiff shall postpone the making of a return under paragraph one of this Rule until the interpleader is disposed of, and shall when it is disposed of make a return showing how the money received is to be disposed of, and the amount (if any) payable to the execution creditor; and such return shall be certified and the amount payable to the execution creditor shall be dealt with in accordance with the said paragraph.

ORDER XXXIII.

ACTIONS OR MATTERS REMITTED FROM OR TRANSFERRED TO THE HIGH COURT.

Order XXXIII., Rule 11, is hereby annulled, and the following Rule shall stand in lieu thereof, viz.:—

19. *Order XXXIII., Rule 11.—Claims to damages.*—Subject to any directions to the contrary which may be contained in the order transferring the proceeding, damages may be claimed against the execution creditor in a proceeding by way of interpleader transferred from the High Court to a county court in the same manner as in an interpleader proceeding commenced in a county court.

ORDER LIII.

COSTS AND ALLOWANCES TO WITNESSES.

Witnesses.

The following Rule shall stand as Order LIII., Rule 37a, viz.:—

20. *Order LIII., Rule 37a.—Allowances to accountants.*—Allowances may be made to accountants being members of any recognized society of accountants on the scale applicable to merchants and professional men, instead of on that applicable to tradesmen.

APPENDIX.

29a

ORDER VII., RULES 15, 16, 16a (2).

Indorsement on Copy of Ordinary Summons after Service in Action against Firm.

Served the summons of which this is a true copy, [add, if so, with copy of the affidavit annexed.] on the day of

(a) by delivering the same at [state place of service] to C.D., a partner in [or who stated that he was a partner in] the defendant firm [or who carries on business [or who stated that he carried on business] in the name or style of]:
[or (b) by delivering the same at [state place of service] to a person who did not give his name, but stated that he was a partner in the defendant firm [or that he carried on business in the name or style of]:
[or (c) by delivering the same at [state place of service] being the principal place of business of the defendant firm within the district of this Court, to E.F., the person [or if the name is not known to a person] who had or appeared to have the control or management of the business there].

Bailiff of the County Court.

34a.

ORDER VII., RULES 31, 31a, 31b.

Indorsement on Copy of Default Summons after Service in Action against Firm.

The summons of which this is a true copy, [add, if so, with copy of affidavit annexed.] was served by me personally on the day of

(a) on C.D., a partner in [or who stated that he was a partner in] the defendant firm [or who carries on business [or who stated that he carried on business] in the name or style of]:
[or (b) on a person who did not give his name, but stated that he was a partner in the defendant firm [or that he carried on business in the name or style of]:

Bailiff of the County Court.

37 (2).

ORDER VII., RULES 15, 16, 16a, 31, 31a, 31b.

Affidavit of Service of Summons in Action against a Firm.

That I did, on the day of, duly serve the summons, a true copy whereof is hereunto annexed, marked A, [add, if so, with copy of affidavit annexed.]

(a) by delivering the same personally at [state place of service] to C.D., a partner in [or who stated that he was a partner in] the defendant firm [or who carries on business [or who stated that he carried on business] in the name or style of]:
[or (b) by delivering the same personally at [state place of service] to a person who did not give his name, but stated that he was a partner in the defendant firm [or that he carried on business in the name or style of]:

[or, in the case of an ordinary summons served on a person having or appearing to have the control or management of the business, (c) by delivering the same at [state place of service] being the principal place of business of the defendant firm within the district of this Court, to E.F., the person [or if the name is not known, to a person] who had or appeared to have the control or management of the business there.

[Indorse the copy summons thus—This paper marked A is the paper referred to in the annexed affidavit.]

171 INSTEAD OF 171.

4 & 5 GEO. 5, c. 59, s. 41. ORDER II., RULE 35.

Notice of Sale or Payment under Execution in respect of a Judgment for a Sum exceeding £20.

TAKE NOTICE, that under the warrant of execution issued in this action against the goods of the defendant [naming him], the goods of the defendant have been sold [or the sum of £ has been paid in order to avoid a sale], and that the balance now left in my hands, after deduction of £ for the costs of the execution, amounts to the sum of £, which will be duly retained by me for fourteen days pursuant to the provisions of sub-section 2 of section 41 of the Bankruptcy Act, 1914.
Dated this day of

High Bailiff.

To the Registrar of the County Court of holden at and to (the Execution Creditor).

172 INSTEAD OF 172.

4 & 5 GEO. 5, c. 59, s. 41. ORDER II., RULE 36.

Notice of Withdrawal from Possession, or Payment over of Money, on Notice of Receiving Order.

TAKE NOTICE, that having received notice that a receiving order has been made under the Bankruptcy Act, 1914, against the defendant [naming him], I have withdrawn from possession of the goods seized under the warrant of execution issued in this action against the goods of the said defendant [and have delivered the same to the official receiver [or trustee] under the said order] [or I have paid over the proceeds of sale of the goods of the said defendant sold under the warrant of execution issued in this action [or the money paid in order to avoid a sale under [or the money received in part satisfaction of] the warrant of execution issued in this action against the goods of the said defendant] to the official receiver [or trustee] under the said order].

Dated this day of

High Bailiff.

To the Registrar of the County Court of holden at and to (the Execution Creditor).

175A.

ORDER XXVIII, RULE 1 (2).

Notice to be annexed to Form 162 (Notice on Levy, where Warrant of Execution sent to Foreign Court).

TAKE NOTICE, that all payments under the warrant of execution issued in this action should be made and all notices or claims in respect of the execution or the goods taken in execution should be given or sent to the high bailiff of the County Court of _____ holden at _____ and not to the high bailiff of the County Court of _____ holden at _____

Dated this _____ day of _____

High Bailiff of the County Court of _____ holden at _____

We, William Lucius Selfe, Robert Woodfall, Thomas C. Granger, Henry Tindal Atkinson, and Walworth H. Roberts, being Judges of County Courts appointed to frame Rules and Orders for regulating the practice of the courts and forms of proceedings therein, having, by virtue of the powers vested in us in this behalf, framed the foregoing Rules and Orders, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

(Signed)

WM. L. SELFE.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.
WALWORTH H. ROBERTS.

Approved by the Rules Committee of the Supreme Court of Judicature.

(Signed)

CLAUDE SCHUSTER,
Secretary.

I allow these Rules, which shall come into force on the 19th day of March, 1917.

(Signed)

FINLAY, C.

The 19th day of February, 1917.

War Orders and Proclamations, &c.

The *London Gazette* of 2nd March contains the following:—

1. An Order in Council, dated 2nd March, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1916. Additions are made as follows:—Argentina and Uruguay (2); Bolivia (1); Brazil (4); Chile (3); Colombia (2); Japan (4); Morocco (1); Netherlands (4); Netherland East Indies (32); Norway (5); Paraguay (1); Spain (22); Sweden (1). There are also a number of removals from and variations in the List. The note, printed *ante*, p. 184, as to obtaining through the Foreign Trade Department substitutes for black-listed firms is repeated. A List, consolidating all previous Lists, was published on the 16th February, 1917 (The Consolidating List No. 19A), which, together with the present List, contains all the names which up to this date are included in the Statutory List.

2. A Treasury Notice, dated 2nd March (printed below), as to interest on sums deposited for Excess Profit Duty.

3. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring three more businesses to be wound up, bringing the total to 415.

4. An Army Council Order, dated 27th February (printed below), fixing maximum prices for Hay.

The *London Gazette* of 6th March contains the following:—

5. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring four more businesses to be wound up, bringing the total to 419.

6. An Order, dated 28th February (printed below), of the Minister of Munitions relating to Restricted Occupations.

7. An Admiralty Notice to Mariners, dated 27th February (No. 243 of the year 1917, revising No. 106 of 1917, which is cancelled), relating to Scotland North-East Coast, Orkney and Shetland Isles. The Notice includes the following:—Neutral or Allied vessels are particularly warned that the passage through the Pentland Firth presents very grave risks to a Westbound vessel and are strongly advised not to take it. All entrances to Scapa Flow and its approaches are dangerous, and entry is absolutely prohibited by any of them except as in the Notice provided. No vessels other than those of British Nationality or those of the Allied Nations, except vessels calling for the purpose of Examination, shall enter any ports or harbours in, or anchor off any part of, the coasts of the Shetland Isles until further notice.

Excess Profits Duty.

TREASURY NOTICE.

The Lords Commissioners of His Majesty's Treasury hereby give notice that under the powers conferred upon Them by Section 54 of the

Finance Act, 1916, They have determined that until further notice the rate of interest to be allowed under the provisions of that Section on sums deposited after the date of this notification by any person with the Commissioners of Inland Revenue for the purpose of satisfying any Excess Profits Duty shall be 5 per cent. per annum.

Deposits made up to the date of this notification will continue to be allowed interest at the rate fixed by Treasury notice of 20th July, 1916, namely $\frac{5}{4}$ per cent. per annum.

Treasury Chambers, Whitehall.

2nd March, 1917.

Army Council Order.

War Office,

27th February, 1917.

REGULATION OF THE SALE OF HAY AND OAT AND WHEAT STRAW IN GREAT BRITAIN.

Whereas by Order of the 5th November, 1916, the Army Council in pursuance of the powers conferred on them by the Defence of the Realm (Consolidation) Regulations, 1914-1916, did regulate the price of hay and oat and wheat straw in Great Britain and Ireland and the Isle of Man.

And whereas it is desired to amend the said Order of the 5th November, 1916, in so far as it relates to Great Britain.

Now, therefore, in pursuance of the powers conferred on them by the Defence of the Realm Regulations and all other powers thereunto enabling them, the Army Council hereby cancel so much of the said Order of the 5th November, 1916, as relates to the sale of hay and oat and wheat straw in Great Britain, and hereby order:—

That on any sale of hay or oat straw or wheat straw in Great Britain, the price shall not exceed such prices as are set out in the Schedules hereunder:—

SCHEDULE 1.

Maximum prices per ton which a Producer may not exceed:—

	Hay.	Oat Straw.	Wheat Straw.
	£ s. d.	£ s. d.	£ s. d.
England	5 10 0	3 0 0	2 10 0
Scotland	5 2 6	2 15 0	2 10 0

The above prices are deemed to include the price of carting to nearest Railway Station, but not the cost of cutting, trussing, tying or baling, or chaffing or chopping.

SCHEDULE 2.

The maximum prices per ton which a Dealer or Distributor may not exceed for quantities of 10 cwt. or over:—

	Hay.	Oat Straw.	Wheat Straw.
	£ s. d.	£ s. d.	£ s. d.
England	7 10 0	4 10 0	4 0 0
Scotland	7 2 6	4 5 0	4 0 0

The above prices are deemed to include all costs and charges whatsoever for hay and straw delivered on to the Purchaser's premises.

SCHEDULE 3.

Maximum prices per stone which a Dealer or Distributor may not exceed for quantities of less than 10 cwt.:—

	Hay.	Oat Straw.	Wheat Straw.
	ls.	7d.	6d.
England	11d.	7d.	6d.
Scotland	11d.	7d.	6d.

The above prices shall include delivery on to the Purchaser's premises.

Nothing in this Order shall affect the Orders already made prohibiting the lifting of hay and straw except under licence, dated 31st March, 1916, 30th June, 1916, and 14th September, 1916, or the Order of the 5th November, 1916, in so far as it relates to the sale of hay, oat and wheat straw in Ireland and the Isle of Man.

By Order of the Army Council,

R. H. BRADE.

Restricted Occupations Order.

Ministry of Munitions,

28th February, 1917.

Whereas by Regulation 8A of the Defence of the Realm Regulations the Minister of Munitions has power, amongst other things, to regulate or restrict the carrying on of any work in any factory, workshop, or other premises, or the engagement or employment of any workmen or all or any classes of workmen therein, with a view to maintaining or increasing the production of munitions in other factories, workshops, or premises:

Now, therefore, in pursuance of his power under that regulation and of all other powers enabling him in that behalf, the Minister of Munitions, at the request of the Director-General of National Service, hereby orders that, in connection with the industries and occupations mentioned in the Schedule to this order, the carrying on of work in factories, workshops, or other premises, and the engagement or employment of workmen, or all or any classes of workmen therein, is hereby regulated and restricted, as follows:—

1. After the date of this order, the occupier of a factory, workshop or other premises shall not, except as herein provided, take or transfer into employment in any industry or occupation mentioned in the Schedule to this order, whether to fill a vacancy or otherwise, any man who has attained the age of 18 and has not attained the age of 61, whether the man has previously been so employed or not:

Provided that nothing in this order shall prevent—

(a) the occupier of any factory, workshop, or premises from taking or transferring men into his employment with the consent of the Director-General of National Service given on the ground that the employment is expedient for the purpose of executing a Government contract, or on the ground that the work on which the men are to be employed is of national importance, but subject in all cases to any conditions which the Director-General may impose; or
(b) an employer from taking back into his employment any man who has joined His Majesty's naval or military forces on his retirement from those forces under proper authority, if the man is taken back in accordance with an undertaking given by the employer before the man joined.

2. The occupier of any factory, workshop, or premises used in connection with or for the purpose of any industry or occupation mentioned in the Schedule to this order shall give work which is directly or indirectly required for the purpose of any Government contract priority over any other work in that industry or occupation.

3. The occupier of any factory, workshop, or premises used in connection with or for the purpose of any industry or occupation mentioned in the Schedule to this order shall comply with any directions given by the Director-General of National Service for the purpose of giving full effect to any provision of this order or for the purpose of obtaining, and verifying, any information he may require as to the nature and amount of work done in the factory, workshop or premises.

4. Any authority or directions which may be given for the purposes of this order by the Director-General of National Service may be given on his behalf by a National Service Commissioner.

5. For the purposes of this order, every officer and servant of the occupier of a factory, workshop, or premises, and, where the occupier is a company, every director of the company, shall be under the same obligations under this order as the occupier.

6. Any failure to obey any regulation or restriction contained in this order is an offence against the Defence of the Realm Regulations.

SCHEDULE.

I.—METALS, MACHINES, IMPLEMENTS, AND CONVEYANCES.

Carriage building for private purposes (exclusive of repairs); enamelled iron advertisement manufacture; furnishing ironmongery, including bedsteads or parts thereof, manufacture of; gas and electric light fittings, manufacture of; metal articles for garden use (other than garden tools necessary for food production), manufacture of; safes and steel office furniture, manufacture of; sheet metal domestic utensils, manufacture of; sheet metal japanning, lacquering and decorating; steam or hot water heating apparatus for domestic or horticultural use, manufacture of; machinery for trades scheduled in this list, manufacture of.

II.—WOODWORKING.

French polishing; furniture and cabinet making and upholstery; garden seats, summer houses and horticultural buildings, manufacture and erection of; picture and show card frames, manufacture of; show cases, manufacture of; shop fronts and fittings, manufacture and erection of; Venetian blinds, manufacture of; wood-carving; wood moulding, manufacture of.

III.—STONE AND SLATE.

Enamelled slate manufacture; stone, marble, granite and slate quarrying; stone, marble, granite and slate cutting and polishing.

IV.—POTTERY, BRICKS AND GLASS.

Bottles for beer, wine, spirits and aerated waters, manufacture of; bricks (other than firebricks) and tiles, manufacture of; glass bevelling, embossing and silvering; glass staining and stained glass fitting; china and earthenware; manufacture of; table and decorative glass, manufacture of.

V.—HOUSE BUILDING AND REPAIRING.

Building (including horticultural houses); house painting and decorating.

VI.—PAPER, PRINTING, &C.

Bookbinding; letterpress and lithographic printing; paper-making; wallpaper, manufacture of.

VII.—TEXTILE AND ALLIED TRADES.

Carpets, floor rugs, furniture hangings, and upholstery materials, manufacture of; Linoleum, oilcloth and table baize, manufacture of.

VIII.—CLOTHING, &C.

Dress, mantle and blouse making (bespoke); furs, preparing and making up; millinery; patent leather and fancy boot, shoes and slipper making; tailoring (bespoke); umbrellas and parasols, and parts thereof, manufacture of.

IX.—FOOD, DRINK, TOBACCO.

Aerated waters, manufacture of; beer, wines and spirits, bottling of; brewing and malting; biscuits, baking of; cakes and confectionery, baking of; sugar and chocolate confectionery, manufacture of; cigars, manufacture of.

X.—MISCELLANEOUS MANUFACTURES.

Brushes, manufacture of; clock making; church organ building; electro-plating; fancy leather articles, manufacture of; games and sports apparatus manufacture; goldsmiths' and silversmiths' wares and jewellery, manufacture of; musical instruments, making of; photographic apparatus and materials, manufacture of; sporting guns and ammunition therefor, manufacture of; trunk and portmanteau making.

XI.—COMMERCIAL OCCUPATIONS.

All foregoing trades:—Distribution and sale of products of.
Other trades:—Advertising agents; commercial travellers and canvassers, commission agents, hawkers and pedlars; shop assistants; clerks, except those with technical knowledge of a high order, or acting in a managerial or administrative capacity.

XII.—MISCELLANEOUS OCCUPATIONS.

Flowers and ornamental shrubs and plants, production and sale of; domestic servants, indoor, including waiters and servants in clubs, hotels, lodging-houses, restaurants and cafés; domestic servants, outdoor; employees at theatres, music halls, cinemas, and other places of amusement.

February 20th, 1917.

Coal Mines Control.

The Board of Trade announces that in the Department of the Controller of Coal Mines an Advisory Board representative of the coal-owners and the miners in the various districts has been attached to the Controller. It consists of the following:—

For the coalowners.—Mr. Adam Nimmo, Mr. Arthur Pease, Mr. C. E. Rhodes, Sir T. Ratcliffe-Ellis, and Mr. Bramwell.

For the miners.—Mr. Robert Smillie, Mr. W. Straker, Mr. Herbert Smith, Mr. Stephen Walsh, M.P., Mr. Vernon Hartshorn.

The Controller will also be assisted in the financial administration

W. WHITELEY, LTD.,

AUCTIONEERS, EXPERT VALUERS, AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W.

VALUATIONS FOR PROBATE

ESTATE DUTY, SALE, FIRE INSURANCE, &c.

AUCTION SALES EVERY THURSDAY, VIEW ON WEDNESDAY

LONDON'S LARGEST SALEROOM.

'PHONE NO.: PARK ONE (40 LINES).

TELEGRAMS, "WHITELEY: LONDON."

by a Board of Financial Advisers, consisting of Mr. A. H. Gibson, F.C.A., President of the Institute of Chartered Accountants, Sir Woodburn Kirby, F.C.A., and Mr. A. Lowes Dickinson, F.C.A.

Sir Richard Redmayne, K.C.B., his Majesty's Chief Inspector of Mines, will assist the Controller in matters relating to the production of coal, and Mr. S. H. Hunt, of the London and North-Western Railway, in those relating to distribution.

Mr. H. F. Carhill, of the Board of Trade, is acting as secretary to the Department.

In answer to a question in Parliament by Mr. Cory, Mr. Roberts states that the Coal Controller will confer with the Board on general questions of policy affecting the industry. As regards the machinery of control, it is proposed for the present to preserve the various general and local committees which have been set up from time to time to deal with the production and distribution of coal; but the more direct control of the industry will no doubt be found to call for changes in the existing organisation.

Potato and Vegetable Director.

Mr. John W. Dennis has been appointed by Lord Devonport as Director (unpaid) of the section of the Ministry of Food dealing with potatoes, other vegetables, and fruit.

Mr. Dennis is a director of Messrs. W. Dennis & Sons (Limited), probably the largest growers and handlers of potatoes and vegetables in the United Kingdom. They have farms in North and South Lincolnshire and in Sussex with an aggregate of 10,000 to 11,000 acres, and upwards of 2,000 acres is under cultivation for potatoes.

Societies.

The Birmingham Law Society.

(Continued from page 201.)

The services of your Committee have been placed at the disposal of the local Military Tribunals in relation to applications for exemption from military service by members of the legal profession and their clerks, and several of such applications have been referred to them. The facts of each case have been carefully investigated and the applicants interviewed, and a report made to the tribunal concerned, with recommendations which have in each case been acted upon by the tribunal. The services of the officers of the Society have also in several cases been sought and given for the purpose of adjustment of partnership arrangements, the provision of substitutes for solicitors on active service, and other matters arising out of the war.

Early in the year an application was made to your Committee by Mr. Philip Cohen, who had been appointed to organize the 1st Southern General Hospital Command area under the title of District Director to the British Red Cross and Order of St. John Enquiry Department for wounded, missing, and prisoners of war, for assistance in carrying on the work of obtaining accurate information as to soldiers unaccounted for, by the interrogation of their comrades in the base hospitals as soon as possible after arrival, and the recording of all information in the form of reports. Your Committee were desirous of giving Mr. Cohen every possible assistance, and a General Meeting of the Society was called, when volunteers, known as searchers, to the number of 47 were enlisted. The work has continued unremittingly during the year, patients to the number of considerably over 10,000 have been interviewed, and reports sent to headquarters, varying from 200 to 500 a month. Owing to the increase of work and the depletion of staffs, Mr. Cohen invited the aid of the Law Clerks' Association for additional searchers, and received a most cordial response, and at the present moment has about 80 searchers engaged on the work. The value of the services thus rendered, and the appreciation which they have met with at headquarters, will be seen from the following letter, which has been received from the Earl of Lucan, the President of the Department:—

BRITISH RED CROSS AND ORDER OF ST. JOHN.

ENQUIRY DEPARTMENT FOR WOUNDED AND MISSING,
18, CARLTON HOUSE TERRACE, S.W.,
2nd November, 1916.

Dear Sir,—I understand that your Society is about to issue its Annual Report; therefore I should like to ask you to accept our very grateful acknowledgment of the excellent services which the members of the legal profession in Birmingham have, since the beginning of the year, been rendering to us, in searching in hospitals in Birmingham and the adjoining district for information as to officers and men reported missing, under the able direction of Mr. Philip Cohen, on whose suggestion it was that application was made to your predecessor in office for the assistance that has been so readily given.

We are especially grateful, because we realise the great difficulties under which the work has to be done, by reason of the increasing shortage of staffs; and we earnestly trust that it may be continued, as the very large number of grateful letters which we receive from relatives and friends clearly attests the necessity for and value of the work, which, moreover, is also fully recognized by the War Office.

It may interest you to know that since the work was commenced in February last we have received from Mr. Cohen 1,886 reports, and that of this number not less than 399 and 511 respectively were received in the months of September and October, which indicates how much the work has increased, and, I fear, is still likely to increase.

Again thanking you all,

I am, yours faithfully,
LUCAN.

The President of the Law Society, Birmingham.

The call for men for the Army and the voluntary work undertaken by the other members of the profession, especially in acting as clerks to, and military representatives at, the Local Tribunals, have rendered the work of all solicitors very onerous, and the utmost efforts of the profession are now being put forth to carry out the essential and necessary work which has to be carried on for the benefit of the community.

Centenary.—This Society has now entered upon the one hundredth year of its existence, having been formed on 3rd January, 1818, under the presidency of Mr. Thomas Lee. Your Committee hope that by the date of the actual centenary the war will be over, and that the Society will be able to celebrate the event in a fitting manner.

Lord Mayoralty.—Your Committee have much pleasure in reporting that Mr. Alderman A. D. Brooks, one of your members, has been elected Lord Mayor of Birmingham, and that, on behalf of the profession, they have presented to him an address conveying the congratulations and good wishes of the members of the Society. Mr. Brooks is the tenth member of the Society chosen to fill the office of chief magistrate of the city.

Conditions of Sale.—The revisal of the Common Form Condition has been proceeded with and completed, as anticipated in last year's report. As finally settled by the Committee and Mr. B. L. Cherry, the new Common Form Conditions were adopted as the Common Form Conditions of the Society as from 1st January, 1917, at a special meeting of the Society, held on 23rd October last. These new Conditions have not yet been in force for a sufficient length of time for them to be tested, but your Committee feel no doubt that their adoption will lead to the greater expedition and simplification of the practice of conveyancing in this district, and that they are a further step forward to the consummation desired by the profession, viz., the easy and quick transfer of land without the delay and expense which would be involved if any system of registration of title were to be introduced in this district. In order to fulfil the above purposes, and to regulate the practice of sales and purchases, the Society, at their meeting on the 23rd October, passed the following resolutions:—

1. That the print of the Common Form Conditions of Sale now produced and signed by the Chairman be adopted as the Common Form Conditions of Sale of the Society as from the 1st day of January, 1917.

2. That it be a Bye-law of this Society that if any member shall prepare and complete a contract in which the Common Form Conditions of Sale of this Society shall be deemed to be incorporated he shall annex a copy of such conditions to each part of such contract and in default of doing so he shall pay to the Society a Royalty of One Shilling for each part of the said contract to which such copy shall not be annexed.

3. That it be a recommendation to the members that in all sales by public auction the conditions be prepared ready for inspection at least three clear days prior to the date of the sale and that notice to this effect be given in all published particulars.

4. That it also be a recommendation to the members that in all cases where property is sold whether by public auction or private contract a stamped and completed copy of the contract be supplied by the Vendor's Solicitor to the purchaser in exchange for the copy signed by him.

Birmingham Board of Legal Studies.—The Board has continued to conduct the classes for law students and issued a report at the close of their financial year on the 31st August last, a copy of which will be found in Appendix C.

The Board have carried on the work under great disadvantages, owing to the large decrease in the grant made by the Law Society, and the small number of articled clerks attending the lectures, but have determined to carry on the classes for the current year.

Your Committee agree with the Board that the discontinuance of the classes would be an undesirable break in legal education of the district, and have therefore continued to make their annual grant of £50 to the Board, and have also continued the offer of prizes to the students at the July examination, which have been awarded as follows:—

In the Senior Class to Mr. E. E. Brown, articled to Mr. J. H. Stockdale (Wednesbury); in the Junior and Book-keeping Classes to Mr. A. Parton Smith, articled to Mr. W. A. B. Gibb.

Sheffield District Incorporated Law Society.

The forty-second annual general meeting of the above society was held in the rooms, Hoole's Chambers, Bank-street, Sheffield, on Friday, 23rd February, 1917, at 3.30 o'clock p.m. Present:—The president, Mr. D. M. Nicholson (in the chair), the vice-president, Mr. B. T. Burdakin, and Messrs. A. P. Aizlewood (Rotherham), H. Auty, J. C. Auty, G. E. Branson, J. H. Davidson, A. Glossop (Chesterfield), T. W. Hall, Walpole Hillier, G. A. I. Huntsman, H. N. Lucas, C. Padley, D. H. Porrett, S. Roberts, jun., J. P. Russell, H. E. Sandford, E.

Tosfield, W. Tottle, J. E. Wing, and H. Reed (acting on behalf of hon. sec.).

The notice convening the meeting, and the committee's report, as printed and circulated, having been taken as read, it was resolved:—

1. That the forty-second annual report presented by the committee be received, confirmed and adopted, and that the accounts of Mr. Arthur Wightman (the hon. treasurer) for the past year, as audited by the society's professional auditor, be approved and passed; further, that the action of the committee in investing £95 of the Society's balance in War Loan be approved.

2. That the cordial thanks and appreciation of the Society be offered to Mr. D. M. Nicholson (the president) for the ability with which he has filled the office and the consideration he has given to his duties during the past year.

3. That the best thanks of the society be given to Mr. Edward Bramley for his services as hon. secretary, and Mr. Arthur Wightman for his services as hon. treasurer, during the past year.

4. That Mr. Benjamin Thomas Burdakin be elected the president of the society.

5. That Mr. Wm. Fredk. Smith be elected the vice-president, and Mr. Arthur Wightman be re-elected hon. treasurer of the society for the ensuing year.

6. That Mr. Edward Bramley be re-elected the hon. secretary of the society for the ensuing year.

7. That the following gentlemen be hereby elected to act with the officers as the committee for the ensuing year:—Messrs. E. G. Bagshawe, Jonathan Barber, Geo. Denton, J. W. Hattersley (Mexborough), A. E. Hall (Eckington), G. A. I. Huntsman, Geo. Wilson and Ernest Wilson.

A vote of thanks to the chairman concluded the meeting.

The following are extracts from the report of the committee:—

Shortening of the Report.—The committee think that members will approve of their decision that, in order to save paper, printing and expenses, the report this year should be very much shortened. The list of past officers of the society and the list of members, which have appeared regularly in previous reports, have been omitted, and the list of solicitors and article clerks of Sheffield and district serving with His Majesty's forces, which has appeared in the last two reports, has not been repeated; a few additions which the committee happened to know of are referred to later. Moreover, it has been decided to make no reference to the legislation of the year, which was almost purely of an emergency character (particular attention, however, may be directed to the Defence of the Realm (Acquisition of Land) and the Registration of Business Names Acts), and generally the report has been kept as brief as possible.

The War.—The records of the Law Society show that 2,678 solicitors and 1,325 article clerks have joined the forces since the last report:—Edward Burnell, Army Service Corps, private; William Ellis Dyson, 4th Batt., York and Lanc. Regiment, sergeant; Thomas Alan Gainsford, R.G.A., 2nd Lieut.; Fred Alma Jordan (Doncaster), West Yorkshire Regiment, private; Lawrence J. Kirkham, Motor Transport Co.; F. W. Scorch, cadet; John Charles Starkie (Doncaster), Honourable Artillery Company, private. The committee regret to record the deaths on active service of the following members of their profession:—

Bedford, Seaton Hall, B.A., LL.B., 1st Batt. Honourable Artillery Company, private.
Bond, Alfred Dalton (Barnsley), 2/5 Batt. Y. & L. Regiment, attached 25th Provisional Branch T.F.
Fyffe, John James, 9th Batt. West Yorkshire Regiment, 2nd Lieut.
Goodridge, Ernest, King's Royal Rifles, corporal.
Sharp, Stephen Oswald, B.A. (Doncaster), 13th Batt. York and Lancaster Regiment, 2nd Lieut.
Somerville, Stafford Dudley (Doncaster), 5th Batt. K.O.Y.L.I., captain.
Williams, Douglas, 11th Batt. K.O.Y.L.I., 2nd Lieut.

They also regret that Lieutenant Clement Stanley Binns, Solicitor, was reported missing, and no information as to his whereabouts has since come to hand. Several of the solicitors and article clerks serving have been wounded in their country's service, but the committee believe that they have all recovered or are well on the way to recovery. The committee regret to state that Captain Archibald D. M. Brown, the son of Mr. R. M. Brown (a member and a past president of the society), who was not himself a member of the legal profession, has been killed in action; they are glad, however, to state that Captain J. G. E. Rideal, son of Mr. E. J. F. Rideal, until lately a member of the committee, has not been killed as stated in the previous report, and are sorry that, through incorrect information, any statement to that effect appeared therein.

Several of the local representatives of the profession who are serving have received recognition in the shape of D.S.O.'s or other rewards. Lieut. (temporary Captain) Frank William Dust, R.F.A., and Lieut. Philip Howe, West Yorkshire Regiment, have received the Military Cross; and Captain Douglas Stephenson Branson, 4th (Hallamshire) Batt. Y. & L., has been mentioned in despatches.

The sub-committee of your committee who were appointed last year to assist the local tribunals and military representatives with regard to claims for exemption from military service made on behalf of solicitors and their clerks have spent a great deal of time in considering the various claims laid before them and in making recommendations. They have reason for thinking that the latter have considerably influenced the tribunals in dealing with the claims, and are of the opinion that these have been, as a whole, fairly dealt with in the society's district.

Membership.—The number of members is now 183. In addition to the deaths of members serving referred to above, the committee regret to record the death of Col. Herbert Hughes, C.B., C.M.G., a past president of the society, and clerk to the Cutlers' Company, and a man of very varied public interests; also of Mr. S. J. Newsom (both of Sheffield).

Secretaryship.—Mr. Charles Stanley Coombe, who has been serving in the York and Lancaster Regiment for some time, wrote intimating that he was no longer able to arrange for the clerical work in connection with the society to be done in his office, and stated that under the circumstances he felt bound to resign the secretaryship of the society, in the work of which he had had much pleasure. The committee accepted the resignation with great regret, and tendered their best thanks to Mr. Coombe for his services to the society, first as assistant secretary, and subsequently as hon. secretary, for a period of seven years. Mr. Edward Bramley, who had been patriotically acting as secretary during Mr. Coombe's absence, was thereupon appointed hon. secretary to the society. The committee desire to express their sense of the obligation of the society to Mr. Bramley in again undertaking the by no means nominal duties of hon. secretary, particularly in view of the extra-professional work he has to perform as military representative for the Hallamshire Division of South Yorkshire.

Legal Education.—Hardly any clerks have been article in this district during the past twelve months, and the number of students attending the University classes this session is only five, four of whom are article clerks and one a solicitor. Three of these students (including the solicitor) are degree students, two of them attending the courses of lectures required for the Intermediate LL.B. examination, and one attending those required for the Final LL.B. examination. The remaining two students are attending the courses of lectures for the Law Society's Intermediate examination. With the exception of the evening lectures and the senior lectures on Torts, the entire syllabus of the Faculty of Law is being carried out. Drastic steps have been taken to reduce the expenses of the Law Faculty at the University, and Mr. F. R. Batt, one of the lecturers, has been for some time engaged in the office of the War Trade Department in London, while Mr. F. J. O. Coddington, the other lecturer, whose appointment was only temporary, has not been re-appointed. Professor Trotter is undertaking the entire work of the faculty, and has also agreed to act as instructor in military law to the officers' training corps, and also to medical men who are prepared to accept commissions in the army. The Law Society have made the same reduced grant to the Yorkshire Board of Legal Studies for legal education in the county as they did the previous year, and the board in their turn are making the same grant to the University of Sheffield as they did in the preceding year.

The Law Society.—Owing to the war no provincial meeting was held last year. At a meeting of the Yorkshire Union of Law Societies, arrangements were made in connection with future election of the extraordinary member of the Council of the Law Society, who represents the county of York. As a matter of internal arrangement, the West Riding on the one hand and the North and East Ridings, bracketed, on the other hand, are to nominate in turn; and constituent societies were requested to conform to the scheme. The next nomination, due in 1918, will therefore fall to the North and East Ridings.

The committee contributed the further sum of £5 5s. towards the Belgian Lawyers Relief Fund, which has been taken in hand by the Law Society along with the Bar Council and others.

Associated Provincial Law Societies.—Delays in Granting Probate.—This association held a meeting in the early part of the year, at which your society was represented, and one of the principal subjects considered was the delay in grant of probate frequently caused by the questions asked by the authorities on submission of papers.

The associated societies made representations on the point, but no very satisfactory result was obtained. Members, however, are requested to communicate to the secretary any cases of hardship or loss consequent upon this practice which come to their notice, with a view to their being submitted to the authorities, who promise to carefully consider them.

The Sussex Law Society.

The annual meeting of the above society was held at the Law Library, 69, Ship-street, Brighton, on Tuesday, 20th February, 1917. Present:—Mr. A. C. Jennings (in the chair), Messrs. C. Burt Brill, B. Bunker, C. Cheesman, C. Somers Clarke, W. H. Cockburn, G. F. Donne, T. Eggar, W. Graham Hooper, E. H. Kempe, E. M. Rollison, J. Lord Thompson, H. M. Welsford, H. M. Williams and A. C. Borlase.

Letters of regret for non-attendance were read from Mr. W. Stevens and Mr. C. H. Waugh.

The minutes of the last annual meeting were read and confirmed. It was moved by the President, seconded by Mr. Donne, and resolved, that the annual report and statement of accounts be received and adopted. It was moved by the President, seconded by Mr. T. Eggar, and resolved, that Mr. C. Somers Clarke be elected president for the ensuing year. Mr. C. Somers Clarke was re-elected hon. treasurer, and Mr. A. C. Borlase hon. secretary. The General Committee was elected as follows:—Messrs. W. H. Cockburn, G. F. Donne, T. Eggar, E. W. Hobbs, C. H. Waugh, H. M. Welsford and H. M. Williams, together with the president, the ex-president (A. O. Jennings), the hon. treasurer and the hon. secretary. The Library Committee and Education Committee were also elected.

A letter was read from the Associated Provincial Law Societies as

to the parent Law Society requesting the Government to reduce the certificate duty by £1 per annum and to raise the statutory fee payable to the Law Society to £1 5s. instead of 5s. per annum. It was proposed by Mr. Bunker, seconded by Mr. Jennings, and resolved, that the proposal be approved of.

On the suggestion of Mr. Bunker it was decided that a roll of honour be put up in the library.

A vote of thanks was passed to the president, the committees, the auditors and the officers for their services during the past year.

The following are extracts from the report of the committee:—

Members.—At the present time there are 108 members of the society, of whom seventy-four practise in Brighton and Hove and thirty-four elsewhere. There are also two subscribers to the library. At the end of 1915 there were 112 members and two subscribers. The committee record with much regret the deaths of Mr. J. Colbatch Clark (Brighton), who was president in 1883-5 and had been a member of the society ever since 1861, Mr. Herbert Flowers (Steyning) and Mr. J. S. C. King (Brighton), the two latter having been killed in France on active service.

The committee desire to congratulate Mr. T. Eggar (Brighton) on his becoming president of the Law Society, and they much regret that, owing to the war, it was not possible for the provincial meeting to be held at Brighton last autumn as had originally been intended. Mr. Eggar has been an extraordinary member of the Law Society since 1905, and he has been most assiduous in his duties. The committee also desire to congratulate Mr. A. O. Jennings, LL.B. (president of the Sussex Law Society for 1915 and 1916), on his being appointed to serve on the County Court Commission.

Members with H.M. Forces.—The following members of the society and several articulated clerks are serving in His Majesty's forces in various capacities:—Col. Gell-Woolley, V.D., Lt.-Col. A. C. Woolley, V.D., Lieut.-Col. Holmes, T.D., Lieut.-Col. Maynard, Major C. V. Johnson, Major Stuckey, V.D., Lieut. F. B. Stevens, Capt. E. J. Waugh, Major E. C. Bartlett, Major C. W. Buckwell, J. E. Dell, Capt. T. M. Eggar, Lieut. S. V. Farrington, R. J. Sharp, A. D. Westbrook, Lieut. C. J. M. Whittaker and Gunner G. W. Denman, H.A.C. The president and the hon. secretary have been acting in numerous cases as a small sub-committee in making representations to the Advisory Committees and tribunals in the county with regard to exempting or postponing solicitors and their clerks.

Unqualified Persons.—During the past year the committee have had to deal with two or three cases of unqualified persons acting as solicitors, but, owing to the unwillingness of the persons concerned to give evidence, it has not been thought desirable to prosecute. At the present time the committee are considering, in conjunction with the Law Society, the question of the preparation of tenancy agreements under seal by house agents.

The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 7th March, 1917, at 8 p.m. The subject for debate was: "That during the war the country should be governed by the King in Council instead of by the King in Parliament."

Opener, Mr. Morden; opposer, Mr. Willson.

The motion was carried.

Criminal Law Amendment.

The following letter from Mr. Cecil Chapman, the Police Magistrate at Tower Bridge, appeared in the *Times* of the 6th inst.:—

May I be allowed to offer for the consideration of those charged with the difficult task of settling the Criminal Law Amendment Bill the following suggestions?

1. Every provision for diminishing prostitution and checking disease should be made applicable to both sexes alike on exactly similar terms.

2. The degradation of mind and spirit involved in compulsory and possibly forcible examination far exceeds any benefit which is likely to accrue to the body of a person so treated, and nobody ought to be submitted to it.

3. When persons at a police court, a prison, a workhouse, or a hospital are found, without compulsory or forcible examination, to be suffering from venereal disease in an infectious form, it should be the duty of those who have temporary charge of them to make all necessary arrangements for their treatment by a proper medical authority and their detention until they can be pronounced absolutely free from infection.

4. Any doctor or other person who in the discharge of his duty reveals the fact that someone under his charge is suffering from venereal disease should have the full protection of privilege in a court of law.

5. An absolute distinction should be made between members of either sex who habitually follow the trade of a prostitute or consort with prostitutes and those who have on one or more occasions yielded to temptation from excitement or some other temporary cause.

6. Young persons of either sex up to the age of eighteen who belong to the second class of offenders, but are in danger of falling into the first category, should not be sent to prison but should be recommended to the Home Secretary for detention in suitable homes to be trained for such a period as may be found necessary to accustom them to habits of industry up to the age of nineteen.

7. Young women of the second class should be remanded (when necessary) not to prison, but to remand homes, because it is of the utmost importance at the first opportunity to rescue them from the companionship of professionals, who corrupt and exploit them with the greatest rapidity.

Women as Solicitors.

The Secretary of the Law Society has forwarded to members of the House of Lords the following letter on the Solicitors (Qualification of Women) Bill, which was down for third reading on Thursday:—

7th March, 1917.

My Lord,—The Council of the Law Society venture to request your lordship to vote against this Bill on its merits as well as on the ground that the present time is most inopportune for the introduction of such a measure. The great majority of solicitors of military age and of articulated clerks in training to become solicitors are now fighting for their country. It is they who will be affected by the new legislation. The Council of the Law Society are charged with the duty of protecting the interests both of solicitors and of articulated clerks, and they submit that it is unfair to introduce such a Bill in the absence of so many of them.

There is no present demand for such a Bill from the public, and no harm can possibly ensue to anyone by its postponement. The Council recognize that the industrial and economic position of women may have to be reconsidered after the war, but it is submitted that this subject should be treated by Parliament as a whole, and that during the war to select one branch of one profession only to be the subject of legislation is unfair, and is an unsatisfactory and piecemeal method of dealing with the matter. The Council trust that your lordship will give weight to these views and accordingly vote against the Bill.—I am, my Lord, your Lordship's obedient servant,

E. R. Cook, Secretary.

The House of Lords and Civil Liberty.

In the House of Lords on Wednesday, says the *Times*, Lord Sheffield criticized the way in which the powers conferred by the Defence of the Realm Acts had been used in certain cases in which raids had been carried out and documents seized, and moved that such powers should be used strictly for the defence of the realm and not strained so as to interfere unduly with civil liberty or to deprive those living in this country of their constitutional safeguards.

The Earl of Derby, in reply, said he agreed that any excessive exercise of the wide powers possessed by the authorities was to be deprecated, but at the same time he deprecated equally strongly any failure on the part of those in authority to exercise the power they possessed to prevent the circulation of insidious documents whose only purpose was to undermine the authority of those in power. He was all for keeping strictly within the law, but he was all for exercising the law in respect of search, seizure of documents, and arrest to the fullest extent of the powers that were conferred upon them if, as in the cases that had been mentioned by the noble lord, the authorities were of opinion that there were circumstances of suspicion which warranted action. Both at the Home Office and the War Office every possible care was taken to discriminate between cases and only to use the vast powers they possessed when they were considered necessary to the rest of the United Kingdom.

Lord Parmoor said that the words "Defence of the Realm" might be so construed as to include almost every portion of our social and civil life. He asked whether it was consistent with any view of civil liberty that a British subject should be interned and kept without trial, or any knowledge of the offence alleged, for a period of two years.

The Lord Chancellor said that in a time of public danger like the present extraordinary powers must be confided to the Executive, and no proof of abuse of those powers had been brought forward. In defence of certain proceedings being conducted in camera, he said it would be suicidal to try a case in public if information that would help the enemy was disclosed. The house shared the noble lord's admiration for civil liberty, but in a time of great national danger it was necessary to suspend for a time the enjoyment of a portion of our liberties in order that we might not lose our liberties altogether. He agreed with the importance of free discussion and asked if there had been any interference with political opinions except for the purpose of preventing the propagation of reports likely to damage the country.

The motion was by leave withdrawn.

In the House of Commons, on the 1st inst., Sir G. Cave, replying to Mr. Ferens, who asked whether, in view of the alleged scandals in connection with certain districts such as Waterloo-road, he would appoint women police for street work of this kind with full powers of arrest, said:—I doubt whether the course suggested would be effective in attaining the desired result. Work of this kind requires a long experience of police duties and considerable physical strength in addition to special training and instruction. The Commissioner of Police, however, is employing women patrols for certain auxiliary work connected with these matters and speaks highly of them.

Obituary.

Qui ante diem perii,
Sed miles, sed pro patria.

Captain Alwyne Percy Dale.

Captain ALWYNE PERCY DALE, West Yorkshire Regiment, whose death in action is reported, was the only son of the late R. P. Dale, solicitor, of York, and at one time alderman of the city and subsequently town clerk. Captain Dale was educated at St. Peter's School, York, and Cambridge University, and on the outbreak of the South African War joined the active service contingent of the University Volunteers, and served through the campaign as a private. After returning home he served his articles, and was admitted a solicitor in 1906 and practised at York and Knaresborough. Subsequently he received a commission in the old York Rifles, and obtained a company before the outbreak of the present war.

Legal News.

Changes in Partnerships.

New Partnership.

Mr. G. H. BOWER (Bower, Cotton & Bower, 4, Bream's-buildings, Chancery-lane) has taken into partnership Mr. Herbert Allen Broad, who was admitted in 1895. The business will be carried on under the same name as heretofore, viz., Bower, Cotton, & Bower.

Dissolutions.

EDWARD MIDDLETON JOHNSON, CECIL STUART RAYMOND-BARKER, HENRY LEWIS COULSON, JOHN MARKBY WHITING, and HENRY JOHN NIX, solicitors (Johnson, Raymond-Barker & Co.), 9, New-square, Lincoln's-inn, in the county of London. Feb. 28. The said Cecil Stuart Raymond-Barker, Henry John Nix, Henry Lewis Coulson, and John Markby Whiting will continue to carry on the said business.

HERBERT B. RENDALL, EDMUND G. OLIVER, and HAROLD M. OMMANNEY, solicitors (Sutton, Ommanney & Co.), 3 & 4, Great Winchester-street, in the city of London. Dec. 31. So far as concerns Herbert Burnell Rendall, who retires from the said firm.

[Gazette, March 2.]

BENJAMIN SHIRLEY SMITH and WYNDHAM HOWARD MALINS, solicitors (Shirley, Smith & Malins), 95, Colmore-row, Birmingham. Dec. 31. The practice of the late firm will be continued by Mr. B. Shirley Smith.

[Gazette, March 6.]

General.

Mr. William Aldwin Soames, of Moor Park, Farnham, and of Coleman-street, E.C., solicitor, stroke of Trinity College boat in 1873, and a playing member of the M.C.C., left estate of gross value £288,833.

In the House of Commons on Monday the Chancellor of the Exchequer, replying to Mr. Doris, said he had decided to introduce a clause in the Finance Bill providing that where the owner of a private car is unable to use it owing to the restriction of the supply of motor spirit, he shall, if he surrenders his motor-car licence before the 30th June, be entitled to repayment of one-half of the duty which he paid on taking it up.

Mr. Clement Higgins, K.C., of Bournemouth West, Recorder of Birkenhead 1882-1907, and Liberal M.P. for Mid-Norfolk 1892-5, left estate of gross value £10,710.

The hearing of the appeal of Arthur Zadig from an order of the Court of Appeal (reported 32 The Times Law Reports, 301) affirming an order of the Divisional Court, by which a rule nisi for a writ of *habeas corpus* granted to him was discharged, was concluded on the 2nd inst. in the House of Lords. Judgment was reserved.

A "Guide to the Registration of Business Names Act, 1916," has been written by Mr. Kenneth Brown, solicitor, and will be published immediately by Sir Isaac Pitman & Sons, Ltd., of 1, Amen-corner, E.C. It sets forth plainly the obligations placed by the Act on all classes of businesses. The price is 1s. net.

In the House of Commons on Monday the Chancellor of the Exchequer, replying to Mr. Butcher, said:—"The question of taking power to cancel certificates of naturalization has for some time been under the consideration of the Reconstruction Committee, and the Government will make a proposal on the subject, but no more definite announcement can be made until after the meeting of the Imperial Conference."

An Exchange Telegraph Company's message from Washington, dated 6th March, says:—"The Supreme Court has decided the *Appam* case in favour of the British owners. The Court held that the entry of the *Appam* at an American port was a clear violation of the neutral rights of the United States. It was further said that the American Courts could not be used by belligerents as arbiters. The Supreme Court gives the *Appam* to the British claimant."

The business and commercial classes of the United States, says the *Times* in "City Notes," are distinctly alarmed at a proposal which is before Congress for the imposition of a species of excess profits duty. In the Bill, which is proposed, it is assumed that capital employed in business is entitled to a return of 8 per cent. after £1,000 has been earned. After a flat rate of exemption of the first £1,000 of profit, corporations and partnerships are allowed to earn 8 per cent. per annum on the capital invested without taxation. All amounts in excess of that are, according to the provisions of the Bill, to be taxed. The rate of tax is to be 8 per cent. per annum. If the Bill is passed it will mean that a third direct tax will be levied on business, the other two being the corporation tax and the income tax, the latter being now 2 per cent. instead of 1. From the new tax it is proposed to exempt the agricultural and professional classes. Keen opposition to the Bill is likely to come from business interests, who criticize the measure partly on the ground that as comparatively few people will be liable to pay the tax it is class legislation of an indefensible description.

A private conference of metropolitan municipal authorities, convened by the Lord Mayor, was, says the *Times*, held at the Mansion House on the 2nd inst. to consider the question of disorderly houses in view of the recent introduction into Parliament of the Criminal Law Amendment Bill. There was a good attendance of mayors and town clerks. The Bishop of London and Mr. A. J. Allen addressed the meeting. Resolutions were adopted expressing approval of the proposals for rendering persons convicted of offences under section 13 of the Criminal Law Amendment Act, 1885, liable to heavier penalties than those now in force, and also suggesting that the existing law should be further amended as follows:—(a) The provision in section 5 of the Criminal Law Amendment Bill, under which offenders may be required to give security for good behaviour, should be made obligatory instead of permissive. (b) Whenever it is shown that a house or part of a house or flat or other tenement is used for the purpose of habitual prostitution, such house or part of a house or flat or other tenement should be deemed to be and be dealt with as a brothel or place used for the purposes of habitual prostitution. (c) Whenever a disorderly house is entered by the police under a warrant issued against the person keeping or managing the same, all persons male or female who are on the premises for the purpose of using the same as a brothel should be liable to be proceeded against as persons aiding or abetting in the offence.

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

X

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY		APPEAL COURT		Mr. Justice
Date.	Mr. Justice	No. 1.	Mr. Justice	Mr. Justice
Monday Mar. 12	Mr. Farmer	Mr. Leach	Mr. Bloxam	Mr. Borrer
Tuesday	13	Synge	Goldschmidt	Leach
Wednesday ..	14	Church	Borrer	Synge
Thursday	15	Greswell	Synge	Farmer
Friday	16	Jolly	Farmer	Church
Saturday	17	Bloxam	Church	Goldschmidt
ROTA OF REGISTRARS IN ATTENDANCE ON				
EMERGENCY		APPEAL COURT		Mr. Justice
Date.	Mr. Justice	No. 1.	Mr. Justice	Mr. Justice
Monday Mar. 12	Mr. Synge	Mr. Goldschmidt	Mr. Church	Mr. Greawell
Tuesday	13	Borrer	Farmer	Leach
Wednesday	14	Jolly	Farmer	Goldschmidt
Thursday	15	Bloxam	Church	Leach
Friday	16	Goldschmidt	Greswell	Borrer
Saturday	17	Farmer	Leach	Synge

Winding-up Notices.

JOINT STOCK COMPANIES. LIMITED IN CREDIT.

London Gazette.—FRIDAY, Feb. 23.

BADDELEY & REYNOLDS, LTD.—Creditors are required, on or before Mar 16, to send their names and addresses, and the particulars of their debts or claims, to Reginald Ambrose Boudillon, 55 Gracechurch st., liquidator.

KERNOLIA CO., LTD.—Creditors are required, on or before Mar 12, to send their names and addresses, and particulars of their debts or claims, to Parkin S. Booth, 32, Kimberley House, Holborn Viaduct, liquidator.

J. LEACH & CO. (MANCHESTER), LTD.—Creditors are required, on or before Mar 27, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gds., Manchester, liquidator.

NORTHERN COUNTRIES DECORATORS & PAINTERS LTD.—Creditors are required, on or before Mar 3, to send their names and addresses, and the particulars of their debts or claims, to William George Hindmarsh, 13, Grainger at West, Newcastle-upon-Tyne, liquidator.

PALACE (DUKINFIELD) LTD.—Creditors are required, on or before April 1, to send their names and addresses and particulars of their debts or claims, to Ernest Broadbent, 3, Clarence Arcade chmbs., Stamford st., Ashton-under-Lyne, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 23.

Devon Cafe Co., Ltd.
J. Leach & Co. (Manchester), Ltd.
L. I. O. Syndicate, Ltd.
St. James Entertaining Co., Ltd.
Dubar (Natal) Wattle Co., Ltd.
Red Mine Briquette Co., Ltd.
De Silva & Wallace, Ltd.
"Gwalia" Shipping Co., Ltd.
Bulham Steamship Co., Ltd.
A. Collier, Ltd.
Office & Typewriter Equipment Co., Ltd.

Imperial Steamship Co., Ltd.
Telephone Development Co., Ltd.
John W. Horrocks, Ltd.
Driving Accident & Third Party Indemnity Association, Ltd.
Clara Hill, Ltd.
Greta Trust, Ltd.
New Clyde & Tyne South African Syndicate, Ltd.
Castle Toy Co. (Nottingham) Ltd.

London Gazette.—TUESDAY, Feb. 27.

Franco-American Products, Ltd.
Warrington Motor Works, Ltd.
Complete Wool Flooring Co., Ltd.
W. H. Midgley, Ltd.
Brookes & Wade, Ltd.

Burcombe Steamship Co., Ltd.
Temperance Caterers' Journal Co., Ltd.
Palace (Dukinfield), Ltd.
Plantation and General Developments, Ltd.
Plantations Trust, Ltd.

Winding-up of Enemy Businesses.

London Gazette.—FRIDAY Feb. 23.

ARNDT & COHN.—Creditors are required, on or before Feb 27, to send their names and addresses, and particulars of their debts or claims, to W. Boniface, 2, Clement's inn, controller.

NEW POLYPHON SUPPLY CO., LTD.—Creditors are required, on or before Mar 30, to send their names and addresses, and the particulars of their debts or claims, to J. H. Stephens, 4, Clement's inn, controller.

ROBERT H. COHN.—Creditors are required, on or before Mar 23, to send, by prepaid post, full particulars of their debts or claims, to Stephen Pagden Child 35 and 37 Queen st., controller.

SUNGHI MUDA RUBBER SYNDICATE, LTD.—Creditors are required, on or before Mar 23, to send, by prepaid post, full particulars of their debts or claims, to Stephen Pagden Child, 35/37, Queen st., controller.

London Gazette.—TUESDAY, Feb. 27.

GENERAL IMPORT & EXPORT CO., 24, Budge row.—Creditors are required, on or before April 28, to send their names and addresses, and particulars of their debts or claims, to Mr. Robert Harlow Tyler, 1, Queen Victoria st., controller.

B. KALTENBACH & CO.—Creditors are required, on or before Mar 23, to send their names and addresses, and the particulars of their debts and claims to Geo. David, 117, St Mary st, Cardiff, controller.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIMS.

London Gazette.—FRIDAY, Feb. 23.

BAIRD, ANNA MARIA, 8, Uthgate, Middlesbrough.—Creditors are required, on or before Mar 23, to send their names and addresses, and particulars of their debts or claims, to Mr. Robert Harlow Tyler, 1, Queen Victoria st., controller.

BISHOP, LESLIE TREVOR, Yelverton, Devon. April 9 Andrew & Co, Great James st Bedford row

BOND, DANIEL ISAAC, Bradford. Mar 31 Banks & Co, Br dford

BRACKETT, WILLIAM, Tu bridge Wells, House Agent. April 23 Cheale & Son, Tunbridge Wells

BROWN, HELEN, West End Ln, Hampstead. Mar 31 Biddle & Co, Aldermanbury

BUSBY, EMMA, Henley in Arden, Warwick. Mar 24 Christopher & Loder, Henley in Arden

CAREW, Rt Hon THOMAS, Third Baron Ke toven, Casewick, Lincs. Mar 19 Stapleton & Son, Stamford

CATERMOUL, EMILY MARGARET, Statham, N. rfolk. Mar 23 Goodchild, Norwich

CATER, Sir CHARLES WILLIAM Bart, Ventnor, I of W. Mar 31 Hill & Whyte, Stirling, Scotland

CHAPLIN, ALFRED SYDNEY, Warwick. Mar 24 Heath & Flenkinoop, Warwick

CHURCH FANST, Chapetow, Mon. Mar 31 Evans & Evi, Chapetow

CLARK, HARRY, Croydon. Mar 31 Collyer-Bristow & Co, Bedford row

CLATWORTHY, WILLIAM RICHARD CECIL EUGENE, Grimaby. April 1 Gard & Co, Devonport

CLEVDINNING, GEORGE HENRY PALMER, Tunbridge Wells. Mar 31 Cripps & Co, Tunbridge Wells

CORSADELL, JAMES, Stalybridge, Ches'ire. Mar 24 Garside & Co, Stalybridge

CORT, JOHN WARREN, Holworthy, Devon. Mar 23 Peterson, H. J. worthy

CUNDY, JULIA SARAH ANN, Bromley, Kent. April 10 Harrison & Co, Vernon House, Bloomsbury sq

DAVIS, JANE, Live pool. Mar 24 Oliver & Co, Liverpool

DERKUTH, ERNEST, Newton rd, Baywater. Mar 31 Lander, Chanc ry In

DEWAR, JOHN, Lyme st, Camlen Town. Mar 22 Grubbe & Troughton, New ct, Lincoln's Inn

DEWHAM, EDMUND ASHLEY, Northampton. April 4 Dennis & Co, Northampton

ELMS, ROGER, Shillington, Beds. Mar 25 Wade & Jackson, Shefford

EWING, ALFRED, Westcliff, Southend on Sea. Builder April 14 Cooper, Southend on Sea

FELL, WILLIAM EDWIN, Fil y, Yorks. Mar 24 Clarke & son, Leeds

FOWLER, WILLIAM, Boxley rd, Victoria Docks. Mar 24 Kilby & Co, High st, East, Ham

GILL, CATHERINE SMITH, Liverpool. Mar 31 Pemberton, Liverpool

GILLOTT, GEORGE SWINFORD, Camball rd, Putney Hill, Tailor. April 3 Hores & Co, Lincoln's inn fl-3ds

GRAY, KATE MARY, Saxonmound. Mar 23 Goodchild, Norwich

GOLDENBETH, WILLIAM NORRIS, Plymouth. Mar 21 Symes, Crediton, Devon

GREEN, ISABELLA ELIZABETH, Ware. Mar 22 Chalmers-Hunt & Gardner, Ware

GROENWOOD, JOSEPH ANDREWS, Norwich. Mar 19 Ladell, Norwich

HADDOCK, WILLIAM ISAAC, Bournemouth, Surgeon. Mar 26 Trevanion & Co, Bournemouth

HAYNES, THOMAS, Radcliffe on Trent, Notts, Maltster. Mar 31 Marriott, Nottingham

HENSON, EDMUND, Nottingham, Farmer. April 2 A. Kinson & Sons, Doncaster

HULME, HELENA AMELIA, Kempford gds., Earl's Court. Mar 31 James & James, Ely p

INGLETON, JOSEPH, Wilmslow, Chester, Engineer. April 7 later & Co, Manchester

JACOBS, C-HERIENE CECILIA DE, Hove. April 30 Merrimans, Mire ct, Temple

JACQUES, WILLIAM HENRY, Rockingham County, New Hampshire, USA. Mar 31 Tolhurst & Bartlett, Bedford row

JARDINE, MARGARET, Woolton, Lancs. Mar 20 Duncan & Co, Liverpool

JONAS, WALTER WILLIAM, Nelson st, Blackfriars rd. Mar 25 Burton & Son, Bank chmbs, Blackfriars rd

JONES, JOSHUA, Swansea, Harbour Pilot. Mar 20 Picton & Co, Swansea

JONES, ERIC ARTHUR OWEN, Bishopwood rd, Highgate. Mar 20 Barber & Son, Founders' Hall, St Swithin's ln

KERRY, EDITH LOUISA, Farnham Royal, Bucks. Mar 15 Pittman & Bazett, Newbury

KING, SAMUEL, S efford, Bels, Butch r. Mar 25 Wade & Jackson, Shefford

KINGSBURY, FREDERICK, Groton, Suffolk, Builder. April 5 Ransom & Sons, Sudbury

LONG, MARY ELIZABETH, Norwich. Mar 20 Hill & Son, Norwich

MASTERS, RICHARD SMITH, Priors Marston, Warwick, Yeoman. Mar 10 B. urne & Keen, Southam

MCCLOTT, DAVID, Barnsly, Yorks, Farmer. Mar 12 Charlesworth, Wakefield

MCCRAE, WILLIAM, Laynder st, Stratford. June 1 East, Moorate station chmbs

MCKERRIE, JEANIE HERVEY, Birmingham. April 1 Edge & Ellison, Birmingham

MOORE, ANN ELIZABETH, Archway rd, Highgate. April 3 Solo & Co, Aldermanbury

MOORE, FREDERICK, Cambridge, Railway Guard. Mar 23 Whitehead & Son, Cambridge

NICOLAS, BLANCHE, St mouth, Devon. Mar 31 Fripp & Spencer, Pl mouth

PAULTON, JAMES, Wolverhampton, Printer. Mar 24 Evans, Wolverhampton

PORRITT, ARTHUR ERNEST, Farnford, Lincs. Mar 31 Standing & Co, Hockdale

PORTER, ESTHER, West hi, Putney. Mar 31 Wanser & Co, Moorgate st

PRIOR, ARTHUR ROBERT, Birmingham, Braasfounder. Mar 25 Gem & Co, Birmingham

PYRAM, JESSE, Gomers l, York, Wool-sorter. Mar 19 Caduan & Co, Gomersal

RANSON, RICHARD EDWARD CROFT, Florida, USA. Mar 25 Wason & Everitt, Norwich

RIOS, JULIAN DEL VAL Y DE LOS, Barcelona, Spain. Mar 26 Phillips & Cummings, Abchurch House, -herborne ln

ROUND, JAMES, Birmingham. Mar 19 Round, Tipton

RUSSELL, WILLIAM JAMES RUSSELL, Undercliff rd, Lewisham. Mar 30 Marchant & Co, Bank bldg, Broadway Deptford

ROSELL, Rev JOSEPH, Great Russell st. April 3 Woolley, Clement's inn, Strand

SPARKER, ADOLF, Moorfield gds., Hampstead. March 20 Syer, Fenchurch st

STRINGER, WALTER, Ecclesfield, Yorks, Grocer. March 25 Smith & Co, Sheffield

SWAIN, HARRY, Seacombe, Chester, Commercial Traveller. March 24 Evans & Co, Liverpool

TURNER, WILLIAM BARROW, Pensonby Hall, Cumber and. Mar 31 Curry & Co, Great George st, Westminster

VERNON, THOMAS JAMES, Liverpool, Labourer. Mar 31 Cook, Wrexham

WALLIS, HENRY, Croydon. Mar 25 Marshall & Liddle, Croydon

WATSON, MARY ANN, Bradford. Mar 31 Morgan & Co, Bradford

WATT, ALEXANDER, Seymour st, Easton sq. Mar 22 Hulbert & Co, Broad at bldgs

WESTLAKE, GEORGE, Barking rd, East Ham, Butcher. Mar 10 Scott, College hill

WHINNEY, EDWARD, Burgess hill, Hampstead. Mar 31 Adams & Adams Clement's inn, Strand

WHITE, MARY ANNA, Ilminster, Somers. Mar 31 Bond & Son, Manchester

WILDMAN-LUSHINGTON, GRATTAN, Curragh Camp, Ireland. At once Bolton, The Sa-ctuary, Westminster

WILGORE, GEORGE KORTRIGHT (killed in action). Mar 21 Goddard & Co, Clement's King st, Hammer-smith

WILCOCKS, WILLIAM JOHN, Ravenscourt gds., Hamme-smith. Mar 26 Marshal & Co, King st, Hammer-smith

WOOD, WILLIAM DRAYCOTT, Walsall. Mar 26 Flaggate & Co, Pal Mall

WRIGHT, FRANCES REBECCA RIX, Norwich. Mar 15 Hill & Son, Norwich

WYNCH, MARIE SOPHIA, Brighton. Mar 22 Hunter & Haynes, New sq, Linco'n's inn

London Gazette.—TUESDAY, Feb. 27.

ASHMAN, Sir FREDERICK HERBERT, Westminster super Mare. April 11 Barry & Harris, Bristol

BATES, ANNIE, Swaffham. April 10 Jennens & Jennens, Ken'ish Town rd

BAYLEY, WILLIAM KERCHVAL, Bowdon, Chester. Mar 20 Brooks & Co, Manchester

BEAR, HENRY GEORGE, Hodd ston, Herts, Brewer. April 15 Longmore, Herts

BOWLEY, AMBROSE CHARLES, Burton on the Wolds, Leicester. Farmer April 16 Moss, Loughborough

BRUCH, SHERIDAN, Ottago, New Zealand, Farmer. Mar 26 Snell & Co, George st, Manchester

CAMPBELL, COLIN, Limoru, East Africa Protectorate, Settler. April 7 Greenfield & Crookmell, Lancaster pl, Strand

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